



**REQUEST FOR PROPOSALS
RFP0619 – 100109
INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM
(ERP) & IMPLEMENTATION SERVICES, INCLUDING UTILITY
BILLING AND TIMEKEEPING**

Proposal Release Date

September 1, 2009

Mandatory Pre-Bid Meeting

September 14, 2009, from 1:00PM-3:00PM, Eastern Daylight Time
City Hall Auditorium
City of Nashua
229 Main Street
Nashua, NH 03060

Proposal Submittal Due Date

October 1, 2009
at 4:00PM Eastern Daylight Time

To:

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REQUEST FOR PROPOSALS RFP0619 - 100109

ENTERPRISE RESOURCE PLANNING SYSTEM SOFTWARE

A INTRODUCTION

The City of Nashua invites proposals from qualified firms that possess outstanding qualifications, experience and knowledge to provide fully integrated, Windows-based, Municipal Financial Management System (ERP) and related Implementation Services that includes a full suite of Financial, Payroll, Human Resources and Utility Billing modules. Point solution vendors for Utility Billing and Timekeeping & Scheduling are also encouraged to submit a proposal. The specific functional areas and services requested in this Request for Proposal (RFP) are detailed in Section II, Scope of Work.

NOTE: There will be a Mandatory Pre-Bid Meeting from 1:00 P.M. to 3:00 PM on September 14, 2009. Vendors are required to attend this pre-bid meeting.

The pre-bid meeting will be held at the City of Nashua, 229 Main Street, Nashua NH 03060 in the City Hall Auditorium, 3rd Floor.

B OBJECTIVES

The City seeks to achieve and/or obtain the following:

- Implementation of comprehensive ERP solution with out-of-the-box functionality (often referred to as “vanilla”) which embeds best business practices in the software. This RFP may result in the award to multiple vendors, in the event the selected ERP vendor does not provide all the requested functional areas.
- The City is also interested in vendors who provide point solutions for Utility Billing and Timekeeping & Scheduling.
- Either a hosted or a non-hosted solution. For hosted solutions, we are interested in exploring one or more of the following three scenarios:
 - a. Scenario One – The City enters into a Remote Service Provider (RSP) Agreement whereby the City purchases the hardware and hosts the hardware at a City location. The Vendor performs all system and database administration tasks remotely. The City enters into a Hosted Infrastructure agreement whereby the City purchases hardware and software, loads and configures the ERP solution on that hardware, and thereafter the selected hosting partner performs all system and non-application-specific database administration tasks in their NOC.
 - b. Scenario Two – The City enters into an Application Service Provider (ASP) Agreement whereby the Vendor manages and hosts the

applications. This scenario assumes that no hardware purchases will be made by the City.

- c. Scenario Three – The City enters into Software as a Service (SaaS) Agreement whereby the Vendor hosts the software as a service across the Internet, thus, eliminating the need to install and run the application on the City's own hardware.
- A commercial off the shelf (COTS) ERP solution that has been successfully implemented in at least 5 cities and 5 school districts within the past three years, who are similar in size, requirements and complexity.
 - Solutions that require no modification to base code, but are highly configurable to meet the needs of the City.
 - A web based architecture or client-server using a thin or smart client solution.
 - A contract with the ERP vendor as the prime contractor. If the ERP vendor wishes to use an integration or a point solution partner, the City would prefer that the partner be a subcontractor to the ERP vendor. The City will reserve the right to accept or reject any proposed partners, while retaining the ERP vendor's solution.

This procurement will be governed by the following directives from the City's Executive Steering Committee:

- Decisions related to project activities and system implementation shall be developed for the betterment of the entire City.
- The new ERP system is to be used by all City departments, including Police, Fire, Library and Schools. For this reason, all departments' needs shall be given adequate consideration in the development of project policies and activities. Stakeholder input from departments will be sought throughout the project.
- Proposals submitted in response to this RFP, including the vendor's responses to the Requirements matrices, will be included as part of the final contract terms for the selected vendor(s).
- The City assumes no liability for the payment of costs and expenses incurred by any vendor in responding to this RFP. All proposals become the sole property of the City. This RFP is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION I. BACKGROUND AND GENERAL INFORMATION | 6 |
| A. ORGANIZATION OVERVIEW | 6 |
| B. PROJECT BACKGROUND | 6 |
| C. TRANSACTIONAL STATISTICS | 9 |
| D. TECHNOLOGY STANDARDS | 10 |
| E. PROJECT TIMELINE | 12 |
| F. NEEDS ASSESSMENT | 12 |
| SECTION II. SCOPE OF WORK | 14 |
| A. CITY OF NASHUA REQUIREMENTS | 14 |
| B. SOFTWARE SOLUTION COMPONENTS | 19 |
| C. PROJECT MANAGEMENT SERVICES | 20 |
| D. PLANNING | 21 |
| E. IMPLEMENTATION PLAN | 22 |
| F. SYSTEMS INTEGRATION PLAN | 22 |
| G. DATA CONVERSION PLAN | 23 |
| H. DATA / SYSTEM INTERFACES PLAN | 24 |
| I. TEST PLAN | 31 |
| J. TRAINING PLAN | 31 |
| K. DOCUMENTATION | 31 |
| L. SYSTEM DEPLOYMENT | 32 |
| M. PRE AND POST GO-LIVE SUPPORT | 32 |
| SECTION III. RFP GUIDELINES AND SCHEDULE | 34 |
| A. GENERAL REQUIREMENTS | 34 |
| B. SUBMISSION OF PROPOSALS | 34 |
| C. CITY OF NASHUA CONTRACT TERMS | 36 |
| D. PROPOSAL POSTPONEMENT AND ADDENDUM | 36 |
| E. SINGLE PROPOSAL RESPONSE | 37 |
| F. PROPOSAL WITHDRAWAL | 37 |
| G. VENDOR'S INVESTIGATION | 37 |
| H. NON-COLLUSION AFFIDAVIT | 37 |
| I. PROPOSAL CONTENTS | 38 |
| J. CITY CONTACTS | 38 |
| K. ESTIMATED SCHEDULE | 38 |
| SECTION IV. RFP EVALUATION | 40 |
| A. EVALUATION METHOD | 40 |
| B. EVALUATION AND SCORING CRITERIA | 41 |

| | |
|---|-----------|
| SECTION V. RFP RESPONSE REQUIREMENTS AND FORMAT | 44 |
| A. TITLE PAGE | 44 |
| B. LETTER OF TRANSMITTAL | 45 |
| C. TABLE OF CONTENTS | 45 |
| D. EXECUTIVE SUMMARY | 45 |
| E. COMPANY BACKGROUND AND EXPERIENCE | 45 |
| F. PROJECT UNDERSTANDING | 46 |
| G. PROJECT STAFFING AND ORGANIZATION | 46 |
| H. PROJECT WORK PLAN AND SCHEDULE | 48 |
| I. SYSTEM AND TECHNICAL DESCRIPTION | 50 |
| J. SYSTEM FUNCTIONALITY | 52 |
| K. SOFTWARE MAINTENANCE, UPDATE AND SUPPORT | 53 |
| L. COST PROPOSAL | 53 |
| M. CLIENT REFERENCES | 54 |
| N. VENDOR PROFILE | 54 |
| O. APPENDICES | 54 |
| SECTION VI. CITY OF NASHUA SAMPLE STANDARD CONTRACT TERMS..... | 56 |
| APPENDICES | 69 |
| APPENDIX A. REQUIREMENTS WORKSHEETS..... | 69 |
| APPENDIX B. PRICING WORKSHEETS | 70 |
| APPENDIX C. CLIENT REFERENCES | 72 |
| APPENDIX D. VENDOR PROFILE QUESTIONNAIRE | 73 |
| APPENDIX E. PROPOSER REGISTRATION FORM (NOT INCLUDED) | |
| APPENDIX F. RFP CHECKLIST | 74 |
| APPENDIX G. VENDOR PROFILE QUESTIONNAIRE | 75 |

SECTION I – BACKGROUND AND GENERAL INFORMATION**A. Organization Overview**

Located 45 minutes from Boston on Route 3, The City of Nashua, New Hampshire (called the “Gate City”) covers 32 square miles in Hillsborough County and along the Merrimack River in southern New Hampshire and is the second largest city in New Hampshire and is the center of a diverse and dynamic city with a population of about 90,000, with an operating budget of approximately \$250M. The City is governed by an elected Mayor and an elected Board of Aldermen. The Board of Aldermen is the governing body of the City of Nashua and as such is the policy-making entity of the City, except where otherwise expressed in the City Charter. The Board of Aldermen consists of nine (9) ward aldermen elected for a term of two years at every municipal election and six (6) at-large aldermen elected for a term of four years.

The Board of Education is the governing body for the City's dependent school district of 13,000 students, with the Board of Aldermen approving the annual budgets.

A copy of the latest Annual Report from the City can be downloaded from www.nashuanh.gov/budgets.

B. Project Background

Over the past 28 years, the City of Nashua has created and maintained a custom municipal software suite developed in-house in a 3GL database application from ADMINIS, Inc. of Cambridge, Massachusetts, platformed on the OpenVMS operating system. Initial development was deployed on a VAX system and has evolved to currently being hosted on clustered HP servers running OpenVMS 7.2 Operating System for Alpha. There are approximately 225 individual user accounts in the system.

The City's ADMINIS based applications include Accounting, Budgeting, Cashiering, Waste Water Billing, Property Tax Billing (including the Abatement, Credits & Exemptions, and the Lien process), Human Resources, Payroll, Reporting, Insurance & Pensions, Procurement, Inventory, Welfare, Vital Records & Contracts, Licensing, Permitting, Code Enforcement, and Land Management Systems.

ADMINIS is deployed in the City utilizing the proprietary ADMINIS database. It has been utilized for all financial applications in the City; however, custom applications have also been created for almost every department. For several years the City has recognized that the migration and upgrade of these applications is necessary.

In 2008, the City issued a Request for Proposal (RFP) for ERP Systems Consulting Services. An Executive Steering Committee (ESC) was appointed by the Mayor to assist with the evaluation of bids and to operate as an advisory body for the duration of the project. The ESC consists of representation from key departments/divisions within the City, including Finance, Information Technology, Schools, Purchasing,

Police and two City Aldermen as well as four community members who have had experience with similar financial system migration projects. After review of the proposals, the City selected Schafer Consulting to conduct Needs Assessments and to gather Functional Requirements for the software selection and migration process, to develop a Business Case, and to write a clear, concise RFP that would enable vendors to thoroughly comprehend the needs of the City and elicit the most accurate information from vendors that would allow the City to evaluate the vendor's software against its documented requirements.

The review and analysis performed by Schafer Consulting identified the following compelling drivers for moving forward with the purchase of a new ERP system:

- **Obsolescence** – Both the City's software and hardware are nearing their end of life. This poses a dangerous threat to the City's financial data, as spare hardware parts may be difficult to locate when they are needed. If critical server parts cease to function, the entire ADMINS system will crash.
- **Lack of Available ADMINS Programmers** - External ADMINS programming resources are rare to non-existent, as the need for such skill sets has become nearly obsolete. This poses a great risk to the City, both in terms of support and training.
- **Manual Processes** - It is costly and inefficient for employees to perform a significant amount of their work using manual processes. Over 400 manual processes have been identified as workaround solutions or augmentations to the functionalities of the existing systems.
- **Sidebar Systems** - Inefficiencies in the systems have created the need to find workaround solutions through sidebar systems (such as Excel and Access) in order to improve personal productivity. These systems have formed isolated "islands" of data, which has resulted in redundant systems, duplicate data entry, and the need to reconcile the systems to mitigate the increased possibility of errors.
- **Lack of Integration** - The City uses multiple ancillary software products that handle various operations of their business. The data from these disparate products must be passed to and from the central financial system through nightly batch jobs or interfaces. This lack of comprehensive systems integration creates difficulties in managing data in multiple locations. The ability to collect, effectively analyze, and share information that supports decision making processes is compromised.
- **Highly Customized** - Many of the systems used by the City have been customized from the ground up in order to run the City's business. Although the customizations have allowed the current systems to function, they do not address systems upgrades to new technology or integration with new best of breed systems. Concerns in relation to customization include:

- ✓ **Localized Knowledge Base** - The people that helped develop and define the system requirements are the only people that can make the system work on an ongoing basis.
- ✓ **Technical Documentation** - Outside resources would have difficulty supporting the application because it is not thoroughly documented. The ADMINS documentation that exists is very general and doesn't address specific issues that may arise or the extensive customizations that have been developed
- ✓ **Business Processes** – Business processes were programmed into ADMINS to accommodate administrative needs in an expeditious manner, rather than based on best government practices.
- ✓ **Training** - Only a handful of employees with localized knowledge can train new employees. Furthermore, external training resources are minimal, expensive, and not entirely relevant to the City's instance of the ADMINS environment.
- **Inadequate Reporting Capabilities** – The current systems collect data, but have difficulty retrieving data for reporting purposes. In order to make an ERP system a strategic asset, the data that resides in the system needs to be output in a usable form in order to make timely and informed decisions.
- **Business Processes Dictated by System** – Since the development of the City's systems and business processes have evolved while the software has remained primarily static, a disparity now exists between the way the software was designed to operate and the current requirements of the City's business. The current systems lack the following capabilities:
 - ✓ **Workflow** - Workflow is the ability to set up and change process flows within the system. It includes many capabilities such as electronic routing of documents, event notification, and automated processes based on triggers. The City needs this flexibility to allow the system to evolve with future changes and mandates instead of allowing business processes to be dictated by the system.
 - ✓ **Document Management** – The City's current processes are paper-intensive. Employees spend valuable time walking to and from records locations and between the City functional units that are responsible for them to find, replace and share documents. In addition, the security of paper documents is limited to physical access restrictions, which are easily compromised and offer no opportunity to audit access.
- **Compliance** - The tools and functionalities in the current systems do not ensure compliance through automated processes with the Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), and the New Hampshire Retirement System's reporting requirements.

- **Limited Support of Deferred Compensation Contribution Calculations -** The current payroll system does not provide sufficient functionality to support automated corrections and adjustments to eligible earnings and contributions to deferred compensation plans.
- **Audit Trails -** The current systems do not provide the ability to maintain audit trails to monitor changes to the data. In order for senior managers and internal auditors to certify that financial results accurately represent the financial condition and results of operations, complete confidence in the integrity of the financial data has to exist.
- **Inadequate Management of Records –** The City does not have the ability to readily retrieve and productively use business critical information on a daily or historic basis.

Based on the outcome of the Business Case and Board of Aldermen approval to move forward with the ERP project, the City has taken the first step of initiating an RFP for a new ERP system.

C Transactional Statistics

The following staffing and transactional volume statistics have been collected by the City's IT Department.

| Financial: | | Payroll/Human Resources: | |
|---|--------|--|---------|
| Category | Value | Category | Value |
| Full-time users* | 225 | Number of full and part time employees | 3500 |
| Concurrent licenses | 104 | Number of payroll checks processed per year | 130,000 |
| Number of actively used funds | 440 | Number of PAF's processed each year | 7,000 |
| Number of legal entities | 1 | Number of pay codes | 220 |
| Number of actively used budget cost centers – annual operating | 150 | Number of deduction codes | 280 |
| Number of actively used budget cost centers – multi-year projects | 290 | Number of job rate classes | 800 |
| Number of asset, liability and equity accounts | 1,943 | Number of job applications received per year | 5,000 |
| Number of revenue accounts | 1,273 | Number of Evaluation Cycles | 12 |
| Number of transfer accounts | 100 | Number of Training Classes offered per year | >1,000 |
| Number of recurring journal vouchers (daily, weekly and most monthly) Note* 135,657 lines | 1,394 | | |
| Number of A/P checks processed per year | 21,500 | | |
| Number of purchase orders created per year | 7,389 | | |

| | | | |
|----------------------------------|--------|--|--|
| Number of fixed assets | 1,472 | | |
| Number of grants <u>received</u> | 250 | | |
| Number of vendors | 46,000 | | |

*** The City estimates 200 concurrent licenses will be needed for the new system, not including access to self-service features by part-time users (e.g. benefits, time reporting, etc.).**

D Technology Standards

The Information Technology Infrastructure team provides data and voice services to all City Offices. The data communication infrastructure (hereinafter referred to as the network) consists of 35 Virtual LANs servicing approximately 50 major locations throughout the City including approximately 30 City managed locations, 18 school locations, a police station, and a library. Most of the City's mission critical mini-computers and servers are located in the City Hall Building, hereafter referred to as the Data Center at 229 Main Street, Nashua.

The City's 50 major locations all have 10/100 Mbps internal Ethernet LANs. The Riverside location is connected to the Data Center at City Hall via dedicated fiber connections, running at 2 Gbps. Other major locations are connected via dedicated fiber connections, running at 1 Gbps. The City maintains some limited leased-lines at select locations, and some of those connections will be migrated to the City fiber plant within the context of this project. The City's high-level WAN diagram is provided in a separate file due to its size.

The Riverside location is the designated off-site backup facility for the City, which is located approximately 3 miles from the Data Center at City Hall. Critical databases are replicated from the Data Center at City Hall to the Riverside location on a nightly basis. If the City elects to purchase, install, and maintain all equipment and hardware related to this project onsite, it will consider utilizing the Riverside location as a designated disaster recovery site. A review of possible ERP Financials infrastructure options can be found in Section II *Scope of Work*, subsection A *City of Nashua Requirements*:

The City has standardized its network hardware (i.e.: switches, concentrators, and routers) using Cisco products. In general, the LAN networking speed is sufficient for the City's computing needs. However, the City has identified a few remote connections that may need improvements depending on the ERP solution bandwidth requirement, and may include bandwidth improvement initiative as part of this project.

Servers, desktops, LAN/WAN, and telecommunication equipment are located at other satellite locations. At its core, the City's computing and telecommunication network is comprised of the following:

- 3 Alpha Servers running OpenVMS 7.2
- Approximately 40 Intel-based physical servers running Microsoft Windows Servers 2003, 4 of servers are on the VMWare hosting 40 production virtual machines
- 450+ Intel-based workstations running Microsoft Windows XP Operating System

- Cisco Routers
- VMware
- 6 two-terabyte multi-node iSCSI SANs
- Microsoft PPTP VPN solution for external connections, and Citrix XPA VPN solution for internal connections
- 35 VLANs
- 50 remote sites
- TCP/IP Protocol

The most important City standards are the database platforms, operating system platforms, servers, desktops, notebook computers, and core network infrastructure hardware. Together, these elements form the foundation of the City's computing infrastructure upon which the majority of the City's business systems are constructed and deployed. The strategy to maintain this foundation represents a balanced approach that allows for flexibility and variation in Information Services solutions while allowing the City to maintain a manageable set of core technologies and the skills required to support them. The City prefers that any future systems under consideration should be compatible with the following standards (or foreseeable upgraded standards), *unless the vendor can justify a deviation from the City's IT standards due to functional, security or other technical limitations.*

| City of Nashua IT Standards | |
|--|--|
| Server Operation Systems | Microsoft Windows 2003 |
| Desktop, Workstation, Notebook Operation Systems | Microsoft Windows XP Professional |
| Server-Class Computer | HP Proliant Servers |
| Desktop, Workstation, Notebook Hardware | Dell |
| Network Infrastructure Hardware | Cisco |
| Network Printer | HP or Xerox |
| Server Backup software | Backup Exec 12, vRanger Pro for virtualized environment |
| Server Backup Hardware | LT03 Autoloader |
| Office Applications | Microsoft Office 2002, may upgrade to Office 2007 or OpenOffice in year 2010 |
| Email Server | Microsoft Exchange Server 2003 |
| Email Client Software | Microsoft Outlook 2003 |
| Web Browser | Microsoft Internet Explorer 7.0, Mozilla Firefox 3.x |
| PDF Reader | Adobe Reader 8.X |
| IT Development Tools | Microsoft .NET Visual Studio, Java Script |

| | |
|-------------------------------------|--|
| IT Reporting Tools | Crystal Reports, Microsoft SQL Server Reporting Services |
| End User Reporting Tools | Crystal Reports |
| ET&L | Microsoft SQL Server Integration Services, Microsoft SQL Server DTS packages |
| Database | Microsoft SQL Server 2005 |
| Network Protocols | TCP/IP |
| Security/Spam | Websense, Vansoft |
| Workstation Virus Scanning Software | Symantec |
| Web Server & CMS | Internet Information Server, DotNetNuke |
| GIS | ESRI ARCView, ESRI ARCInfo |

E Project Timeline

In order to develop a realistic phasing and timeline of activities, it is imperative for the City and the software vendor(s) to factor the level of complexity, resource constraints and funding considerations. For planning purposes, the City has identified a total implementation timeframe spanning approximately 18 months for the successful completion of activities required before initial live use of the system. The vendor is requested to assess and confirm this timeframe or suggest other optimum timelines that more readily support the vendor's proposed solution and associated resource requirements. See Section II – Scope of Work for further details.

Please note that the City will be issuing separate RFP's for a Licensing & Permitting System and an Electronic Content Management System in the 2010 and 2011 timeframe. If your timeline or methodology will be impacted, please also note in the proposal.

F Needs Assessments

As mentioned earlier, the City engaged the consulting services of Schafer Consulting to provide assistance with the discovery and planning of the ERP project. As part of their scope of work, Schafer Consulting facilitated needs assessment workshops by functional area to produce the necessary information and process workflows that will enable the software vendor to accurately respond to the City's RFP, both in terms of implementation strategy and pricing.

Based on the results of the needs assessment analysis, it was concluded that most of the constraints experienced by the City could be overcome by utilizing more advanced and integrated systems and by streamlining existing processes to best fit the functionalities of the selected new system(s). In order to implement state of the art systems, the City recognizes that it may have to rethink its current business practices and try to conform to the best practice designs already built into the new system(s).

All prospective vendors are strongly encouraged to review the needs assessment reports, process workflows and interface diagram in order to gain a better understanding of the City and to factor the relevant information into the proposals. Vendors should also utilize these documents during the exploration and construction phases of the implementation to avoid duplication of effort. ***To the extent that these reports can be utilized during implementation, the proposed professional services fees should be correspondingly reduced.***

These documents can be downloaded via the City's website at:

<http://www.NashuaNH.gov/bids/>

SECTION II – SCOPE OF WORK

A. City of Nashua Requirements

The City of Nashua intends to acquire and implement a suite of applications that will meet present and future needs. The selected vendor(s) will implement a system that is based on proven solutions that use current technologies. The software vendor's solution must specify all required hardware, software and professional services.

The City expects to award a maintenance contract for ten (10) years with five (5) one-year options to renew.

It is imperative that the vendor's ERP solution must offer the following:

- All modules should be fully functional solutions with workflow management that will provide multiple levels of processes and approvals.
- Security functionality should be flexible, provide controls that meet the latest auditing standards and are in accordance with best practices in the industry.
- Basic financial processes such as closing year-end and opening new fiscal year should be automated and require no developer intervention.
- All systems quoted should provide user defined fields and full export functionality into Excel and pdf as well as provide flexible standardized reporting.
- The system should provide customized ad-hoc report writing capabilities.
- The software vendor's solution must specify all required hardware, software and professional services. Vendor's should provide one or more of the following hardware implementation options as part of their proposal
 - ✓ **Web hosted application (ASP):** the vendor's implementation team will install and configure all software and services, and secure, maintain and upgrade them as a hosted web application available to the City over the internet at the service levels contracted. The City will own the data, but not the application, and pay ongoing usage charges for as long as these applications are utilized by the City.
 - ✓ **Dedicated hosting service:** the vendor's implementation team will install all servers, storage, and software in a highly-available and survivable configuration in their own or a 3rd party hosted service environment. Once installed and configured, the City will be responsible for maintenance and ongoing service charges for these servers at the hosted environment.
 - ✓ **Managed hosting service:** the vendor's implementation team will install all servers, storage, and software in a highly-available and survivable configuration in their own or a 3rd party managed hosted service environment.

Once installed and configured, the managed hosting service will be responsible for maintenance of the installation, and the City will pay ongoing service charges for these services.

- ✓ **Co-location web hosting service:** the vendor's implementation team will sell to the City and install all servers, storage, and software in a highly-available and survivable configuration in their own or a 3rd party co-location environment. Once installed and configured, the City will own the equipment and be responsible for maintenance of this equipment, and ongoing service charges (electrical, Internet access, and storage facilities for the server).
- ✓ **Managed deployment:** the vendor's implementation team will sell to the City and install at the City's designated data center, all servers, storage, and software in a highly-available and survivable configuration. Once installed and configured, the City will own the equipment and be responsible for maintenance of this equipment, and ongoing licensing and maintenance fees.

In addition, the ERP vendor's solution must substantially meet the following requirements that the City deems to be critical and **the vendor must make a statement to this effect in their proposal:**

Financial Components:

Accounts Payable

- Common vendor master file with the purchasing module
- Integration with core financial modules
- Budget checking functionality on non-purchase order transactions
- Ability to generate required warrants for city and school district
- Ability to create recurring invoice transactions
- Fully functional 1099 tracking and generation

Budget Management

- Ability to develop multiple year budgets
- Integration with core financial modules, as well as human resources, payroll and timekeeping
- Base line budget generation along with what-if scenario and flexible forecasting functionality
- Ability to generate payroll forecasts with what-if scenarios that are linked to both position control and payroll for real-time costing – this can be in the budget, payroll or human resources modules
- Ability to cost multiple contracts based on position and contract provisions/rules
- Ability to support multiple budget versions
- Ability to present and manage budgets in a variety of formats including program budgeting

Bank Reconciliation

- Flexible file import functionality to accommodate bank data formats
- Ability to generate required reporting

Purchasing

- Common vendor master file with the accounts payable module including multiple remit-to addresses
- Budget checking functionality on requisitions
- Ability to house and track multiple-year encumbrances
- Ability to have workflow management process with multiple levels of approvals
- Fully functional encumbrance system that integrates with accounts payable and general ledger and is able to roll balances over into the new fiscal year

Accounts Receivable/Billing/Cash Receipts

- Full integration with all core financials
- Flexibility to define and track various types of goods and services
- Ability to track labor costs for outside services provided by the city and integrate with payroll module

Contracts Management

- Fully functional contract management capability that includes tracking insurance, key dates, bid information, change orders and other industry-standard items
- Ability to integrate with purchasing and accounts payable modules

Fixed Assets

- Fully functional GASB 34 compliant system that will integrate with accounts payable and generate depreciation posting
- Ability to record both depreciable and non-depreciable items regardless of capitalization threshold

General Ledger

- Ability to work in two open fiscal years
- Flexibility to handle multiple segments to comply with city and school state and GASB reporting requirements
- Ability to support unlimited number of funds, to define multiple-year funds, and to segregate between multiple-year and lapsing funds

Grants and Project Accounting

- Fully functional tracking of revenues and expenditures for a variety of municipal projects such as capital construction or grant funded expenses
- Ability to maintain independent hierarchies to support reporting across funds, cost centers, object, program or other account segments and integrate with core financials and payroll

Financial Reporting

- Ability to export to multiple formats including Excel and pdf
- Flexible filtering and querying capability
- System interface with third party report generators such as Crystal Reports
- Ability to generate reports that meet the needs of Schools and the City. The City's Schools have completely different reporting requirements than the City. They necessitate a system that can produce customized reports to meet ALL reporting needs.

Human Resources/Payroll Components**Applicant Tracking/Online Job Applications**

- Ability to support the management of all city and school applicants, tracking all required information
- Ability to maintain both current and historical data
- Ability to integrate with position control to tie into open positions

Leave Management

- Fully functional solution that supports multiple contract obligations
- Ability to support single employee holding multiple positions
- Ability to integrate with other human resources modules, payroll, timekeeping and core financials
- Flexible filtering and querying capability

Position Control

- Fully functional workflow management solution that will support HAY grade classification system
- Ability to support single employee holding multiple positions
- Ability to track, support and generate reporting of current and historical data relative to all positions within the city and school district
- Ability to integrate with other human resources modules, payroll, and budget management

Timekeeping and Scheduling

- Fully functional solution that supports multiple contract obligations
- Ability to support single employee holding multiple positions
- Ability to integrate with human resources, payroll, and core financials
- Ability to schedule and track various pay types and cycles
- Flexible filtering and querying capability

Benefits Management

- Fully functional solution that supports multiple contract obligations

- Ability to support single employee holding multiple positions
- Ability to perform mass updates in employee/employer contributions and link to master deduction file
- Ability to integrate with other human resources modules, payroll, timekeeping and core financials
- Flexible file import functionality to accommodate vendor data formats

Personnel Management

- Fully functional personnel workflow management solution that will support all activities within the employment cycle from hiring to separation
- Ability to perform mass updates in salaries and link to payroll module
- Ability to generate payroll forecasts with what-if scenarios that are linked to both position control and payroll for real-time costing – this can be in the budget, payroll or timekeeping modules
- Ability to integrate with other human resources modules, payroll, and timekeeping
- Ability to support single employee holding multiple positions
- Flexible reporting functionality to comply with the latest federal and state laws, regulations and professional standards

Payroll

- Fully functional payroll workflow management solution that will support multiple pay cycles, pay types, deductions, contract obligations and state taxes
- Ability to support single employee holding multiple positions
- Ability to integrate with all human resources modules, timekeeping and core financials
- Ability to encumber remaining pay by position
- Ability to generate payroll forecasts with what-if scenarios that are linked to both position control and payroll for real-time costing – this can be in the budget, payroll or timekeeping modules
- Ability to cost multiple contracts based on position and contract provisions/rules
- Generation of checks outside the pay cycle

Training

- Ability to track, support and generate reporting of current and historical training, licenses and certifications for all positions within the city and school district
- Ability to support single employee holding multiple positions
- Ability to integrate with other human resources modules and payroll
- Ability to track teacher certifications for the purpose of certificate maintenance and salary determination
- Ability to support online posting and registration of workshops, and then integrate to the personnel administration module.

Utility Billing Components

- Interactive Entry/Edit of Customer Account Information including ID, Status Code, Parcel ID, Route, Cycle, Meter ID, Meter Serial, Meter Specs, etc.
- Calculate consumption and average usage from meter readings.
- Provide exception reports for missing, high, low readings.
- Provide user defined tolerances.
- Allow for contract or other non-meter based consumption.
- Capability to assess all charges to a single account and/or service.
- Each service billed must be allowed to have its own cycle.
- Determine minimum charges when no meter reading is available.
- Ability to "hold" a customer from a billing cycle, track "on demand" billings and produce final billing for all services.
- Process adjustments against a customer account.
- Assess penalties, surcharges, interest and/or discounts.
- Print bar-coded account number on remittance and generate mailing labels for customers.
- Generate billing copies for landlords, property managers, trusts or other interested parties.
- Provide inquiry to customer and other historical data based on account number, part of name, address, parcel ID, etc.
- Provide rate setting analysis including consumption by account types, revenue history, and projections.
- Provide an Accounts Receivable function or interface and track collection activity and lien notes.
- Support cash receipts processing by Lockbox, Scanned Input,
- Interface to Generalized Cashiering Function, Receipt Control and Reporting, Direct Debit Account, Automatic Card Charge, Online Customer Payment.
- Provide interfaces to ERP General Ledger, Parcel Management, GIS.

B. Software Solution Components

The following table depicts the components identified in the scope for this project.

| Software Solution Components | |
|---|---|
| Financial Components | |
| Accounts Payable Management | Accounts Receivable/Billing/Cash Receipts |
| Budget Management | Contracts Management |
| Bank Reconciliation | Fixed Assets |
| Grants Accounting | General Ledger |
| Financial Reporting | Project Accounting |
| Purchasing | |
| Human Resources / Payroll Components | |

| | |
|--|--|
| Applicant Tracking/Online Job Apps | Benefits Management |
| Leave Management | Personnel Management |
| Position Control | Payroll |
| Timekeeping & Scheduling | Training |
| Other Components | |
| Utility Billing | |
| BI analytics dashboard & visual reporting tool (such as Qlikview, Tableau, Info Builders, Microstrategy, Tibco Spotfire, etc.) | Help Authoring Tool (such as Robohelp, Author-IT, Doc-to-Help, etc.) |

The City has prepared requirements worksheets by functional area to be completed by the software vendor. These worksheets will form part of the basis for scoring the software vendor's overall response. The worksheets are meant to determine how much of the required functionality each vendor's product can provide. The requirements are weighted and will be scored based on the vendor's response. The entire set of requirements worksheets are subject to verification at any time during the procurement process. If such verification determines that a vendor misrepresented product functionality, they may be disqualified. It is therefore very important that vendors complete the worksheets accurately as it will affect their opportunity to be considered further in this procurement.

For point solution vendor, please complete all the worksheets (i.e.: tabs) that pertain to you, even if your solution partially overlaps another functional area. For example, if your Timekeeping application also provides limited forecasting capabilities, then you should fill out the Timekeeping worksheet as well as reviewing the Budget or possibly Position Controls tab to determine if any of the requirements stated in those worksheets would be applicable. Your scores will then be adjusted accordingly during the evaluation process. ***The City is only seeking Timekeeping and Utility Billing point solutions.***

The requirements worksheets are described in Appendix A and need to be completed and submitted electronically along with the requested number of hard copies to be included in the RFP response. An electronic version of this RFP document can be downloaded via the City's website using the following URL:

<http://www.NashuaNH.gov/bids/>

Please note that each functional area identified in the table above is not necessarily broken out in the same manner as the Requirements worksheets; however, this table should provide vendors with an idea of the key high-level areas the City needs addressed with the new system.

C. Project Management Services

The vendor shall assign a Project Manager dedicated and available for the entire duration of the project. This Project Manager may only be replaced upon approval by the City of Nashua. Vendor and City will negotiate the onsite commitment in hours of this Project Manager as part of the scope of the Agreement. The City project management team will work with the vendor's Project Manager(s) to coordinate all project activities. All communications between the City, the vendor and the City's Project Management shall be coordinated through their respective Project Managers.

At a minimum, the vendor's Project Manager shall be responsible for the following:

- Managing the day-to-day activities required to successfully implement the vendor's solution
- Providing periodic updates to the Project Work Plan and Schedule. Minor changes to the plan are subject to approval by the City's Project Management. Major changes must be approved in a written change order to the Contract
- Developing a Project Staffing Plan that includes vendor and City staffing, level of participation in the project, and timing on when the staff members need to be available to work on the project. The City requires the vendor to staff the project with seasoned professionals with relevant public sector experience
- Submitting weekly Status Reports, including periodic reports to the Executive Steering Committee
- Taking part in status and communication meetings
- Working with the City's Project Management to prepare agendas for project status meetings that highlight plans and major issues
- Leading the combined project team to identify, manage, and address issues that arise throughout the course of the implementation
- Communicating and coordinating the activities of the vendor's staff
- Working with the City's Project Management to ensure that the project stays on-track and within the established budget
- Assist the City's Project Management in maintaining the updating the Risk Management Plan throughout the entire life cycle of the project
- Developing a Project Scope Change Plan to include:
 - ✓ Change Request Recording
 - ✓ Change Request Evaluation
 - ✓ Assessment of impact of the change to the project
 - ✓ Change Request acceptance procedures
 - ✓ Integration of the changes into the implementation
 - ✓ Documentation of the changes

D. Planning

The vendor shall work with the City staff and will be responsible for planning and executing all phases of the system life cycle. This includes, but is not limited to Planning, Analysis, Design, System Implementation, Data Conversion, Interface Implementation, Testing, Training, and System and Program Documentation.

As part of planning, the vendor shall include an Implementation Plan that includes the implementation strategy, cultural change management plan, and the strategy for transitioning from existing legacy systems to the new ERP System while considering

interim interfaces and the impact on City operations as legacy systems are phased out.

E. Implementation Plan

The City of Nashua requires that each vendor prepare a detailed Implementation Plan outlining the required tasks, estimated hours, responsibility, major deliverables, and timing. At a minimum, the RFP response will cover the following areas:

- Implementation approach
- Environment installation, including supporting software (OS, DBMS, etc.) and hardware platform installation and configuration. The vendor shall be responsible for assisting the City with configuring all the required environments, including testing, training, and production; plus assisting in application installation for the City's disaster recovery environment.
- Installation of proposed application solution in a test, training, production, and disaster recovery environment
- Application set-up (tailoring, configuration, end-user set up)
- Workflow design and configuration
- Forms design and configuration
- Application-level security design and configuration
- Design and development of customized reports
- Backup and recovery

Each implementation task should define the level of resources required, timing of resource needs and deliverables for both the system provider and the City.

F. System integration Plan

The Systems Integration Plan shall include:

- Integration methodology
- Approach to phase out legacy applications and to support those legacy (custom build and COTS) applications which must be incorporated into the total system
- Plan to address any unavoidable custom code, and 3rd party integrations included in the Vendor's overall solution
- Types of existing integration technologies and interfaces available, including previously built interfaces to other systems identified in this RFP, and to Licensing/Permitting/Code Enforcement applications and ECMS (Electronic Content Management Systems) which the City will be selecting and acquiring shortly
- Methods used to gather and document detailed requirements, and translate these detailed business requirements to the design of a software configuration, customization and integration of the business rules, workflow, user interfaces, and reports.

G. Data Conversion Plan

The vendor shall utilize their data conversion tools/methodology to perform database conversions for the City's existing database and other ancillary systems.

The City's project team has determined the degree of data conversion/migration necessary on a module by module basis. For modules that are deemed to need data imported/migrated from existing applications, the City's technical staff will export data fields in a flat file format (e.g. CSV, ASCII) suitable for import into the new system and allow the vendor the ability to develop their mapping and conversion routines.

The vendor will be required to provide all tables and field mapping, conversion, and import routines to the City's technical staff for verification and validation review. The vendor is ultimately responsible for data conversion.

The following table is not necessarily all inclusive, but is intended to provide an idea regarding the data the City anticipates needing to be converted to the new system:

| Module | Data to Convert |
|---|--|
| Core Financial Modules: | |
| General Ledger | 3-5 years data. The most current year should be detailed and all other years should be month-end summary totals. |
| Projects/Activities | Same as GL (will be derived from GL mapping) |
| Grant Management | No data to convert (no existing system) |
| Budget Management | 3-5 years (in line with the number of years of GL data converted) |
| Purchasing/Contracts | All open purchase orders and 3 years of history |
| Vendor Master File | All vendor records |
| Accounts Payable | 3 years of detailed data |
| Revenue Management (AR/Billing/Cash Receipts) | 3 years of detailed data |
| Customer Master File | All customer records |
| Capital Assets | All existing capital assets and non-capital (controllable) assets |
| Inventory | Not required |
| Utility Billing | |
| Billing Management | 5 years of data (history beyond 5 years should be accessible through another stand-alone application) |
| Payment Processing/Cash | 5 years of data (history beyond 5 years |

| | |
|-----------------------------|---|
| Receipts | should be accessible through another stand-alone application) |
| Customer/Account Management | 5 years |
| HR/Payroll: | |
| Benefits | 5 years |
| Applicant Tracking | 1 year |
| Personnel Administration | 5 years |
| Training/Certification | 5 years |
| Position Control | 5 years |
| Leave Management | 5 years |
| Timekeeping | 4 years plus current year |
| Payroll | 4 years plus the current year, for all pay history Citywide. |

H. Data / System Interface Plan

It is the City's objective to design and implement interfaces which will enable the City to take advantage of improved processing and technology wherever possible. To this end, the vendor shall include an Interfaces Plan that describes the vendor's methodology and implementation approach to address required interfaces.

At a minimum, all components identified in Section II-B "Software Solution" must be integrated, and the following systems need to be interfaced to the new ERP System:

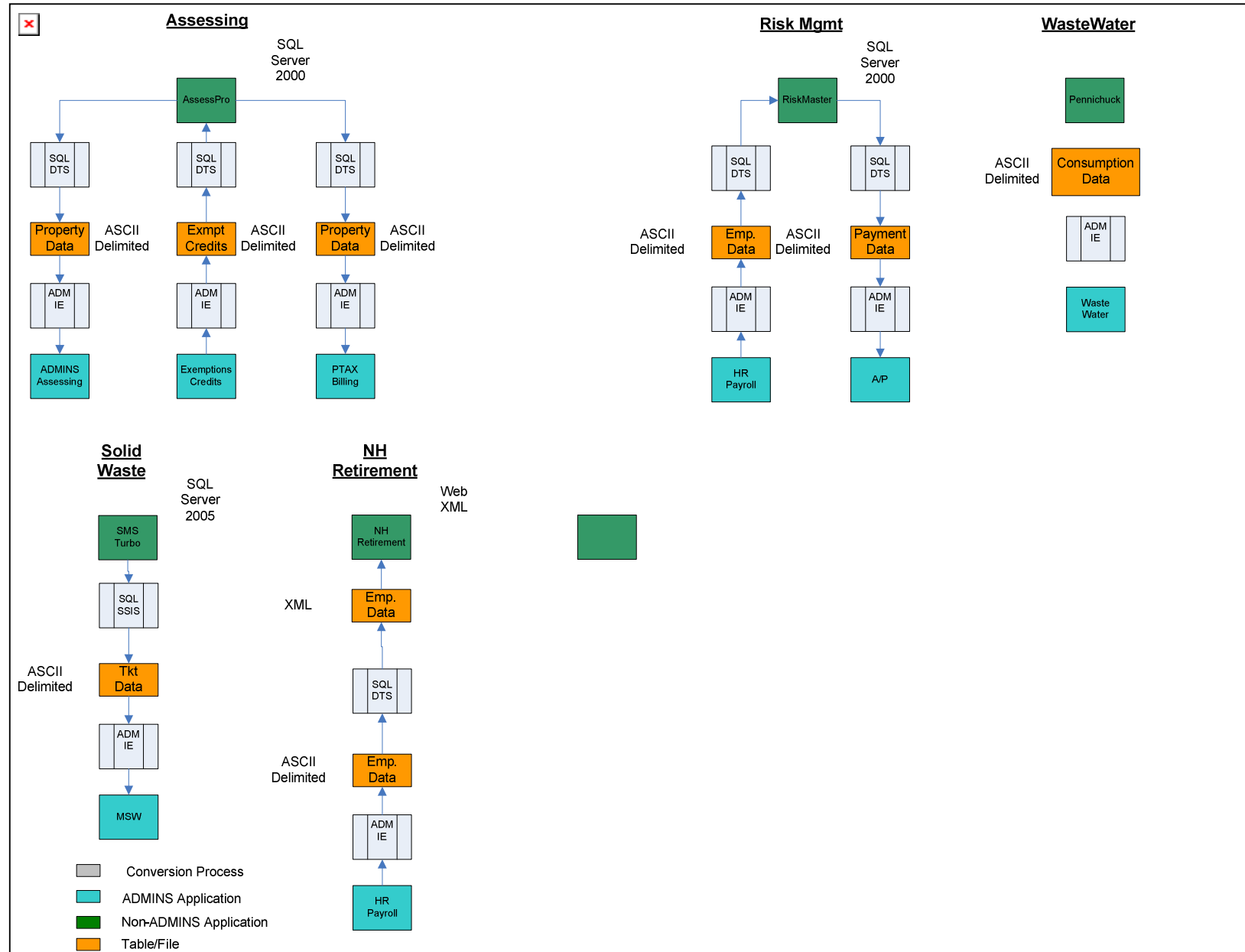
- **To** = Interface TO the vendor's ERP System, FROM the listed application / sub-system.
- **From** = Interface FROM the vendor's ERP System, TO the listed application / sub-system.

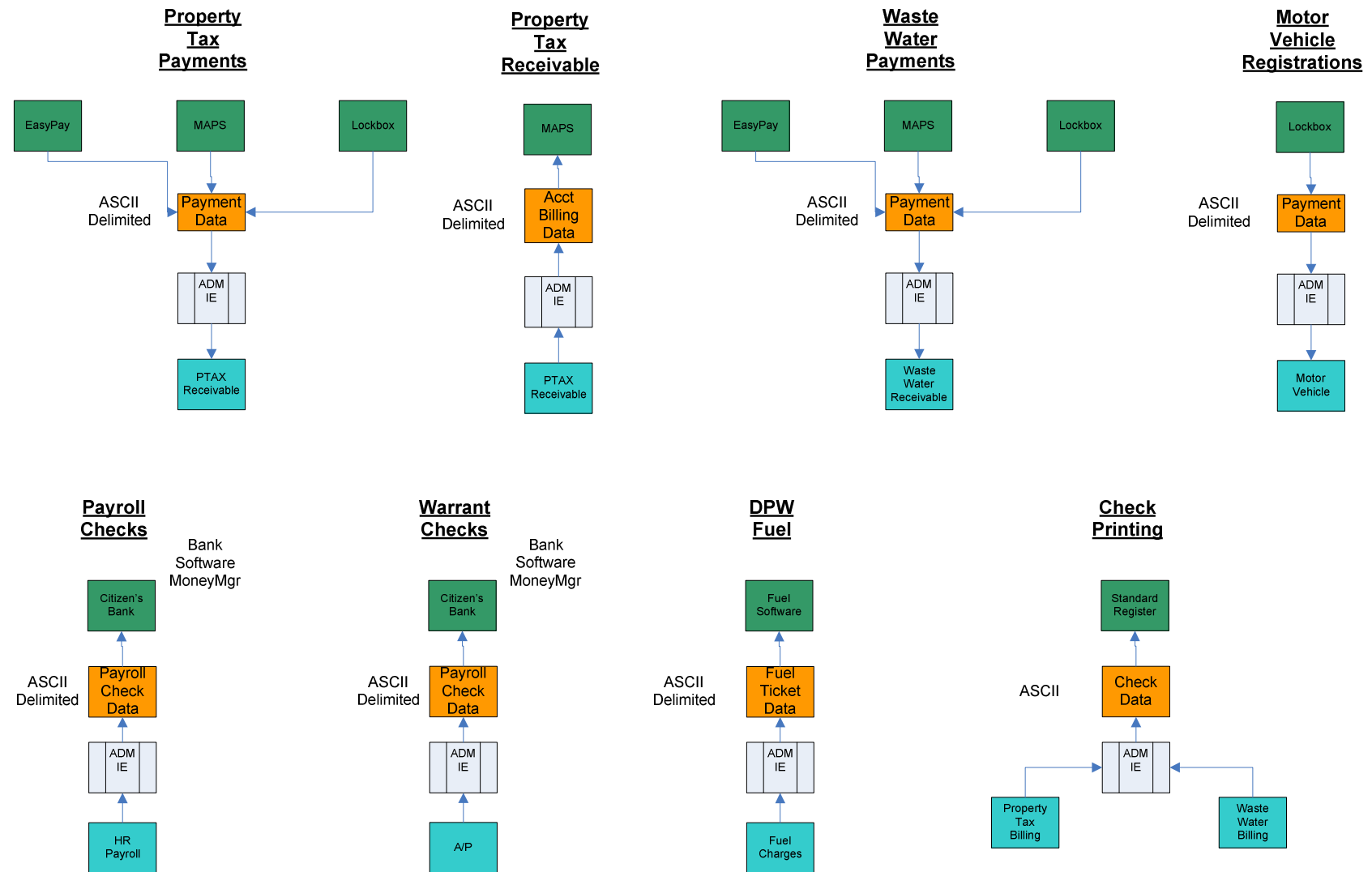
| Interface Requirements | Point to ERP | ERP to Point |
|---|--------------|--------------|
| Accounts Payable | | |
| 1. RiskMaster – Used by Risk Management to manage risk information. <ul style="list-style-type: none"> Workers comp payment information will need to be interfaced from Risk Master to the new ERP system in order to produce checks. | X | |
| 2. Citizen's Bank <ul style="list-style-type: none"> Warrant check data needs to be interfaced to the bank. | | X |
| Accounts Receivable | | |
| 3. TicketTrak – Used for traffic violations. <ul style="list-style-type: none"> Receivable data will need to be interfaced | X | |

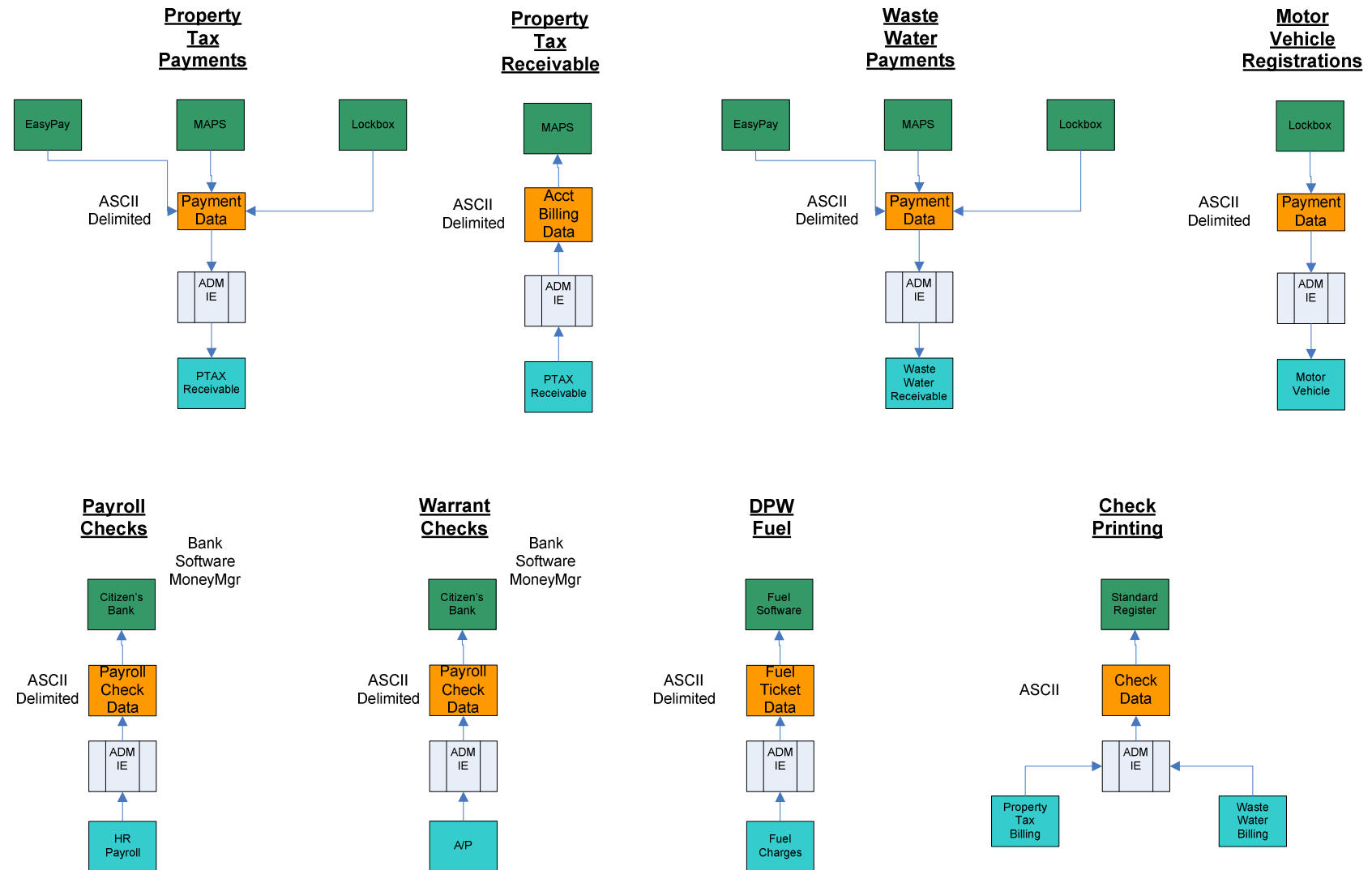
| Interface Requirements | Point to ERP | ERP to Point |
|---|--------------|--------------|
| from TicketTrak to the new ERP system. | | |
| 4. Task Force – Used as a timekeeping mechanism for special task forces. <ul style="list-style-type: none"> Receivable information from Task Force may need to be interfaced to the new ERP AR module (currently this is done manually). | X | |
| 5. Quickbooks – Used to record receivables and generate billings for the Police Department. <ul style="list-style-type: none"> Payroll information may need to be interfaced from the new ERP (Payroll module) to Quickbooks for billing. (currently this is done manually) | | X |
| 6. IMC – Used by the Police Department and Fire Department. (please note that IMC uses a proprietary encoded database that requires conduits to pull data from and put data into it. Efforts to utilize these IMC provided conduits have failed in the past.) <ul style="list-style-type: none"> Receivable information may need to be interfaced from IMC to the new ERP system. (currently this is done manually). | X | |
| 7. RecTrack – Used by the Parks and Recreation Department. <ul style="list-style-type: none"> Receivable information may need to be interfaced from Rec Track to the new ERP system (currently this is done manually). | X | |
| 8. MAPS – Used for property taxes <ul style="list-style-type: none"> Payment data needs to be interfaced to and from MAPS to the new ERP system. | X | X |
| 9. EasyPay and Lockbox <ul style="list-style-type: none"> Payment data needs to be interfaced to the new ERP system from both EasyPay and from Lockbox payments. | X | |
| 10. Fuel Software – Used to track fuel supply and sales. <ul style="list-style-type: none"> Fuel sales data will need to be interfaced from the fuel system to the new ERP module (AR module) to produce billings. | X | |
| Utility Billing | | |
| 11. SMS Turbo/Scalehouse – Used to weigh solid waste and to calculate customer billings. <ul style="list-style-type: none"> Receivable information will need to be interfaced to the new ERP from Scalehouse in order to produce billings. | X | |
| 12. Pennichuck – Used to track consumption of waste water. | X | |

| Interface Requirements | Point to ERP | ERP to Point |
|--|--------------|--------------|
| <ul style="list-style-type: none"> Consumption data will need to be interfaced to the new ERP in order to calculate billings. | | |
| 13. EasyPay and Lockbox <ul style="list-style-type: none"> Waste water payment data needs to be interfaced from MAPS to the new ERP | X | |
| 14. GEM <ul style="list-style-type: none"> Billings for waste water, motor vehicle charges and property tax billings will need to be exported to a flat file that used by a 3rd party printing company to print, stuff, sort and mail bills. | | X |
| Human Resources/Payroll | | |
| 15. New Hampshire Retirement System (NHRS) – Used to provide pension plans to City employees. <ul style="list-style-type: none"> Contribution information needs to be extracted from the new ERP system into an XML file which will be loaded through the NHRS website. The City may also desire an interface of data from NHRS to the new ERP system in order to automate the monthly retirement payment posting. | X | X |
| 16. The City may desire to interface benefits data to vendors, such as dental and medical providers. | | X |
| 17. Hartford – Deferred compensation system. <ul style="list-style-type: none"> Deferred comp data will need to be interfaced from the new ERP to Hartford. | | X |
| 18. Great American <ul style="list-style-type: none"> TSA data will need to be interfaced from the new ERP system to Great American. | | X |
| 19. IMC – Used by the Police Department and Fire Department. (please note that IMC uses a proprietary encoded database that requires conduits to pull data from and put data into it. Efforts to utilize these IMC provided conduits have failed in the past.) <ul style="list-style-type: none"> Timekeeping data may need to be interfaced from IMC to the new ERP system. (currently this is done manually) | | |
| 20. Standard Register – 3 rd party software used to print payroll checks. (please note that the City is hoping to replace the Standard Register software; therefore, if the ERP vendor provides the ability to print payroll checks, this interface will be removed.) <ul style="list-style-type: none"> An interface may be required to load data from the new ERP system to Standard Register. | | X |

| Interface Requirements | Point to ERP | ERP to Point |
|--|--------------|--------------|
| 21. Citizen's Bank <ul style="list-style-type: none"> Payroll check data will need to be interfaced to the bank software/money manager. | X | |
| Other | | |
| 22. Citizens Bank <ul style="list-style-type: none"> A file is produced from the ERP system that is provided to the bank for direct deposits. | X | X |
| 23. City Welfare – Used to manage welfare cases. <ul style="list-style-type: none"> An interface will be necessary from the City Welfare program to the new ERP to transfer warrant and receipt data. | X | |
| 24. Assesspro – Used by the Assessing Department to carry out property assessment and appraisal activities. <ul style="list-style-type: none"> Data on property characteristics will need to be interfaced from Assesspro to the new ERP. | X | |
| 25. RiskMaster – Used by Risk Management to manage risk information. <ul style="list-style-type: none"> Employee data such as wages, addresses and employee demographics will need to be interfaced from the new ERP to RiskMaster. | | X |
| 26. Traffic Tickets & Dog Licences <ul style="list-style-type: none"> Ticket data and dog license data will need to be interfaced from the ERP back to the Police Department system. | X | X |







I. Test Plan

- Testing – The vendor shall include a Test Plan covering: unit, system, performance under normal and volume/stress conditions, fail-over, and security. The test plan shall describe the proposed approach taken with each stage of the test, the processes involved, plan to address issues encountered, testing tools utilized, acceptance criteria, and sign-off procedures.
- User Acceptance – The vendor shall include a User Acceptance Test Plan, test data, sample test scripts, plan for maintaining test data, and methods to track reports and fixes for system malfunctions.
- Final Acceptance – The vendor shall include a Final Acceptance Test Plan, test data, sample test scripts, and methods to track and ensure all detailed requirements of the program are tested and approved by the City.

J. Training Plan

The vendor will be responsible for training Nashua's core team consisting of IT personnel and financial, payroll and human resources subject matter experts (SMEs). This core training is required to allow Nashua's project team to understand system capabilities before set-up and configuration activities begin. This core team will be responsible for performing and documenting system testing, documenting business processes and procedures and for training end-users. In addition, the core team will collaborate with the Vendor's staff in developing the end-user training plan. Vendor's on-going training schedules, locations and costs should also be provided in the event that further training or customized training services are required in the future.

The vendor may use one or more of the following training methodologies:

- Instructor-led hands-on classroom training (on-site)
- Public classroom training (offsite)

The vendor shall provide copies of all training materials necessary for the vendor-conducted training. The City of Nashua retains the right to reproduce training materials for internal training, refresher courses or for sessions for new staff following implementation. On-going training schedules, locations and costs should also be provided in the event that additional training is required in the future.

K. Documentation

Sample documentation does not need to be provided as part of the initial RFP proposal due October 1, 2009; however, ***short-listed vendors*** will be asked to provide, at minimum, the Table of Contents and sample chapters of key user documents, such as the Administrative and End-user manuals, systems and application diagrams, etc. Ultimately, the ***selected vendor(s)*** must provide complete printable documentation of the vendor's software suite.

The documentation shall include standard software materials as well as specific user documents. Standard software is defined as that which fully satisfies the requirements of this RFP without the need for modification. Examples include operating systems, database management systems, and software diagnostic programs. Database design documentation shall completely describe both the logical and physical structure of the system's database. The documentation shall define and describe the individual elements (files, tables and fields) and the relationships between them. This requirement is for a complete and thorough description of the physical and logical database schematic. This will permit City staff to develop and maintain interfaces between the Vendor's system database and other applications subsequent to project completion, and will facilitate the development of complex customized reports.

User documents are those that describe the Vendor's software from a system administrator and end-user's point of view. All primary users must be provided with printed and online user documentation that ideally includes both a User's Guide (tutorial format) and a Reference Guide. All future system updates and changes must be accounted for in revised pages for manuals. This must occur simultaneously with distribution of a software patch, system update or version release.

For the **selected vendor**, the City will require a copy of all vendor-supplied documentation in a file format compatible with commercially available Microsoft Windows software, such that it can be maintained, customized, and updated. Final documentation shall be easily reproducible by the City and the City shall be granted the rights to reproduce any document supplied under this contract for its own needs. In addition, the City requires a copy of the design and configuration materials that will be developed by the vendor during implementation that document all setup decisions and rules that were established for each module.

The selected vendor will be required to provide, as a component of their offering, a fully-licensed current version of a Help Authoring Tool (such as Robohelp, Doc-to-Help, Author-IT, etc.) in sufficient licensed quantities to be used to develop site-specific online help content available to all end-users, and end-user training materials. The vendor will be required to use this HAT to develop the design and configuration materials that will be used by the vendor during implementation, and which shall document all configuration options selected, and all rules, workflow, etc. that were incorporated into the implementation for each module. This content will be provided to the City as part of the deployment.

L. System Deployment Plan

The vendor shall be responsible for deployment of the system(s) in the City's environment. The Deployment Plan shall include a description of the vendor's methodology including site preparation, roll-out strategy, legacy system transition, system phasing and other related system deployment requirements.

M. Pre and Post Go-Live Support

The vendor will be responsible for assisting the City in such tasks as planning, preparation, pre go-live issue resolution, conversion, post go-live issue resolution, communications, etc. during the weeks leading up to and weeks / months shortly

after go-live. The vendor should describe the resources, approach, and plans that will be used to assist the City during this critical time in the project.

Please note that requested information regarding the vendor's long term Support and Maintenance plans are addressed elsewhere in this RFP. This section should focus specifically on the pre go-live, conversion, and post go-live support offered by the vendor. ***Please refer to Appendix B – Pricing Worksheets for details on providing cost information for the various Services and Software components identified in this RFP.***

SECTION III – RFP GUIDELINES AND SCHEDULE

A. General Requirements

- The City of Nashua requires a “not-to-exceed” price contract for this procurement. The vendor is expected to complete the statement of work for the negotiated price.
- Cash discounts must be shown on proposal; otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.
- The City will retain 10% of service costs from each invoice and will release the retention in phases, based on the final project timeline and go-live dates.
- The City will hold the vendor to total contract price. Phase and task cost reconciliation will not be performed.
- The City reserves the right to decide which version of the software to implement. Decision will be discussed and made with the selected vendor during contract negotiation.
- In case of default by the vendor, the City of Nashua may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Nashua.
- All proposals must be signed with the vendor’s name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

B. Submission of Proposals

1. Your completed response must be received no later than 4:00PM Eastern Time, October 1, 2009, at the offices of the City of Nashua – Central Purchasing, Lower Level, 229 Main Street, Nashua NH 03060 and Schafer Consulting – 9 Red Leaf Lane, Ladera Ranch, California 92694. **Late bids will not be accepted.** Each proposal must be sealed and submitted with a proposal number, closing date and time on the outside.
2. Responses to all Appendices sections in this RFP must be completed using the templates provided by the City – which can be downloaded via the City’s website at:

<http://www.NashuaNH.gov/bids/>

Your response must be submitted in an original with 15 numbered and bound paper copies to the City and 2 numbered and bound paper copies to Schafer Consulting. The original must be sent to the City’s address, clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.

3. In addition to the paper copies requested above, please submit an electronic copy to both the City and Schafer Consulting of your entire RFP response on

CD/DVD utilizing Microsoft Office (e.g. Word, Excel, Schedule). Please include a copy in Microsoft version 2007 and also a copy in Adobe Acrobat PDF.

4. **All documentation and correspondence submitted to the City as a result of a proposal and award and contract shall upon receipt become a matter of public record, except portions of submitted documentation for which the Contractor requests exception from disclosure because of the presence of Trade Secrets or proprietary financial information. Any information contained in these documents that a Contractor considers confidential must be clearly designated. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of a Proposal to the contrary, Contractor pricing will be subject to public disclosure upon the Effective Date of all resulting Contract(s).**

Generally, each Proposal shall become public information upon the Effective Date of all resulting Contracts; however, to the extent consistent with applicable state and federal law and regulations, as determined by the City and the State of New Hampshire, including but not limited to, RSA Chapter 91-A (Right to Know Law), the City will endeavor to maintain the confidentiality of portions of the Proposal that is clearly and properly marked confidential. If a request is made to the City to view portions of a Proposal that Contractor has properly and clearly marked confidential, the City will notify Contractor of the request and of the date that the City plans to release the records. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the City may release the requested information on the date specified in the City's notice without any liability to the Contractor or other bidders. This requirement and its conditions shall survive at a minimum for the period of disposition and retention mandated in State of New Hampshire RSA Chapter 33-A 'Disposition of Municipal Records'."

5. Please provide your completed Pricing Worksheets and other pricing-related documents under separate cover (not in a separate envelope), 1 printed and 1 electronic copy on the above mentioned CD/DVD. The Pricing Worksheets are described in Appendix B.
6. Information must be furnished complete, in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. The response must follow the RFP Response Outline provided in Section V.
7. Accordingly, the City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.
8. Proposals and modifications or corrections received after the closing time specified will not be considered.
9. Proposals shall be for the total net price including all applicable taxes, shipping, and charges.

10. All forms and questionnaires must be completed using the electronic versions provided with this RFP.
11. No telegraphic, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.
12. The mandatory pre-bid conference will be held at 1:00 PM Eastern Daylight Time, September 14, 2009, in the City Hall Auditorium (3rd floor) of the City of Nashua – 229 Main Street, Nashua NH 03060.
13. Please submit/forward all questions and matters relating to this RFP to the contacts listed in section J. "City Contacts".

C. City of Nashua Contract Terms

The successful vendor(s) must comply with the City's terms and conditions as shall be negotiated at the time of contract. A sample of such standard terms and conditions are provided under Section VI "City of Nashua Contract Terms". **Additionally, the final contract shall include a copy of the vendor's proposal including responses to the requirements matrices, and require that the successful vendor's products (software, hardware, and services) are compliant with those responses.** Proposals should include (a) a statement indicating the vendor's willingness/ability to accept these or like terms as outlined in Section VI "as is", including proposed insurance requirements, and (b) should include a written acknowledgement that the vendor agrees that their proposals and responses will be included as part of the final contract terms, or the vendor shall provide written statement detailing the reasons why they are not willing or able to comply with such terms.

D. Proposal Postponement and Addendum

The City of Nashua reserves the right to revise or amend the specifications or any other part of the proposal up to the time set for opening. Such revisions and amendments, if any, shall be announced by addendum to this solicitation, and all registered bidders will be notified. Any such addendums shall be published by the City on the City's website. Copies of such addendums may be furnished to all prospective vendors upon request. All proposals shall include submission of a printed copy of all published addendums, signed by the vendor's representative to indicate acknowledgement of the addendum. Failure to submit signed copies of the addendums may result in a proposal being declared non-compliant.

If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City shall enable vendors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last addendum; and the addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

E. Proposal Withdrawal

After the proposals are opened, proposals may not be withdrawn for one hundred eighty (180) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the vendor's authorized representative in person, or by written or telegraphic notice.

F. Vendor's Investigation

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the vendor will rely. If the vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the vendor for additional compensation.

G. Award

1. The City of Nashua reserves the right to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the City.
2. In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors.
3. Notice of contract award, if contract be awarded and further due diligence by the City not be necessary, will be made within one hundred and eighty (180) days of opening of proposals to the vendor, whose proposal complies with all the requirements in the Request for Proposals and is found to be the best value to the City.
4. Vendor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the City of Nashua sample contract in Section VI.
5. The vendor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the City and vendor has received an executed copy of the contract from the City of Nashua.

H. Non-Collusion Affidavit

The vendor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the vendor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor, or to secure any advantage against the public body awarding the

contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I. Proposal Contents

This proposal consists of the Request for Proposals, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

J. City Contacts

| City of Nashua | |
|---|---|
| On behalf of City of Nashua Purchasing Department: | |
| Iris McGee, Schafer Consulting | 9 Red Leaf Lane Ladera Ranch, CA 92694 949-276-7272 (phone) 949-276-7273 (fax) imcgee@schaferconsult.com |

K. Estimated Schedule

| RFP Schedule | |
|--|----------------------------------|
| RFP Issue Date | September 1, 2009 |
| Pre-Bid Conference(s) in Nashua | September 14, 2009 |
| Final Date for Vendors to Request Clarifications to RFP | September 17, 2009 |
| City Response to Requested RFP Clarifications Published | September 24, 2009 |
| Proposals Due from Participating Vendors | October 1, 2009 |
| Anticipated Short List Selection | October 30, 2009 |
| Solution Demonstrations in Nashua by Short-Listed Vendors (3-4 days per short-listed vendor. 1-2 days per point solution vendor) | November 16 to December 11, 2009 |
| Anticipated Site Visits | January 4 to 15, 2010 |

| | |
|--------------------------------|------------------|
| Anticipated Finalist Selection | January 29, 2010 |
| Anticipated Project Start Date | March 1, 2010 |

SECTION IV – RFP EVALUATION

A. EVALUATION METHOD

The City of Nashua will evaluate all proposals deemed responsive to this request by a review team selected by the City.

1. Short List Selection:

The City may select 2 or more vendors from the RFP responses to continue with further evaluation. The short list will be selected by evaluating the vendor's response covering criteria outlined within this RFP. Additional discovery may be performed to assist in selecting the short list vendors. The short list vendors will be contacted in writing regarding their status as short-listed vendors. The City reserves the right to withhold notice of the selection of short-listed vendors until a decision is made to award contract, or to forego awarding contract.

2. Demonstration Scenarios and Site Visits

The City of Nashua may further evaluate vendor's solutions by utilizing scripted scenarios and site visits. Each short-listed vendors will be provided the scripted scenarios that they are to use to prepare for an on-site 3-4 day solution demonstration (1-2 day for point solutions). The short-listed vendors will be further evaluated on their performance during the 3-4 day scripted scenario demonstrations (1-2 day for point solutions), reference checks, additional discovery and, at the option of the City, organized site visits at vendor's customer sites. Vendors will provide the City of Nashua with a list of five (5) potential customer sites and unless other arrangements are made, the City will select no more than 2 sites to visit.

Please note that on-site demonstrations for short-listed vendors will be conducted from November 2 to November 29, 2009. Specific days and times for each short-listed vendor will be determined at a later date, but vendors should be prepared to conduct the on-site demonstrations during this timeframe. It is expected that the proposed Project Manager take part in the entire on-site demonstration sessions.

3. Final Selection

The finalist will be selected by compiling the qualifications, solution demonstrations, site visits, references and price evaluation criteria and selecting the top ranked vendor(s) that the City of Nashua feels would make the best solution provider(s). The City may, at its discretion, select two finalists if it believes that two vendors are so close as to consider the evaluation a draw. In this case, the two vendors will be taken through negotiation. The best-negotiated solution will become the finalist and will be contracted to provide the proposed solution. If agreement cannot be reached with the top ranked vendors, the City will dismiss the vendor and begin negotiation with another vendor finalist.

4. Solution Confirmation / Best and Final Offer

Upon selection of the finalist(s), the City and the finalist will conduct a solution confirmation workshop. This workshop will enable both parties to confirm all requirements and representations in order to complete the best and final offer. This workshop may include additional demonstrations, confirmation of the Requirements worksheets, or any additional items that either party requires to be confirmed. The vendor will then complete their best and final offer. The best and final offer will form the basis for contract negotiation.

5. Contract Negotiation

At the conclusion of solution confirmation and best and final offer, the City will enter into contract negotiations with the finalist(s). The final negotiated contract, along with the best and final offer, will be submitted to the Board of Aldermen for approval per Nashua Purchasing ordinances.

B. EVALUATION AND CRITERIA

The intention of the City is to procure a functionally complete and cost effective ERP System. Responses to this RFP will be evaluated and scored according to the following criteria:

STAGE1

- **Conformance with RFP Guidelines and Submittal Requirements** – The vendor must follow all RFP guidelines and submittal requirements, including the completion of required forms and templates.
- **Vendor's Ability / Willingness to Comply with City of Nashua Contract Terms** - including the vendor's willingness/ability to accept these or like terms as outlined in Section VI "as is", and acknowledgement that the vendor will be held responsible for ensuring that the proposed solution is in line with the vendor's proposal and responses, and also acknowledging the vendor's willingness to incorporate their responses as part of the contract.

STAGE 2

- **Quality of Proposal** – The vendor will be evaluated on the quality, clarity, and completeness of proposal.
- **System Functionality** – including how well the system meets the overall needs of the City. The majority of points will be awarded based on the scoring of the Requirements matrices described in Appendix A.
- **Software Maintenance, Updates, and Support** – including the vendor's process and methodologies for software maintenance and updates, as well as the vendor's methodology, experience, and infrastructure for providing

technical support.

- **Overall System and Technical Description** – including the maturity of the software solution, the use of current technology that is in line with the City's capabilities, the proposed environment, and the overall architecture (e.g. MS-SQL, Windows and / or browser, .NET, runs in virtual server environment, etc.).
- **Company Background and Experience** – including the vendor's financial and organizational stability, as well as the firm's experience performing work of a similar nature to that solicited in this RFP.
- **Project Understanding** – including how well the vendor demonstrates its understanding of the City's project goals and objectives, and how it perceives its role in carrying out the responsibilities required by this implementation.
- **Project Staffing and Organization** – including the experience level and competence of the proposed consultants and organizational staff in performing similar work for other clients and the comparability of that experience to the business and technical environment of the City.
- **Project Work Plan and Schedule** – including the vendor's demonstrated understanding of the overall scope of work for this project, the proposed project approach and methodology, as well as the thoroughness and completeness of the implementation, integration, testing, training, and deployment plans. Please submit total onsite and offsite time dedicated to the project.
- **Cost Proposal** – Pricing is an important aspect of the overall evaluation of the vendor's response. Vendors are instructed to download the Pricing Worksheets from the City's website as these templates must be used to provide the cost of the solution. Failure to use the provided worksheets may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. Please provide the level of detail as defined in the pricing worksheets. Clarification may be sought for incomplete responses. If clarifications are not received by the specified due date, they will be considered non-responsive and precluded from evaluation. All items not defined in the scope must be shown separately as optional modules or tasks, and priced separately.

STAGE 3 – (short-listed vendors only)

- **Demonstration of Scripted Scenarios** – Short-listed vendors will be invited to Nashua to provide demonstrations of the proposed solution, based on scripted scenarios provided by the City.
- **Client References** – including the quality and timeliness of work performed by the vendor and its proposed consultants for previous clients and the comparability of such work to the requirements of this RFP. The City will conduct reference calls.
- **Site Visits (finalist vendors only)** – The City will conduct site visits of

customer sites recommended by the vendor.

SECTION V – RFP RESPONSE REQUIREMENTS AND FORMAT

Please use the following format to structure your RFP response. Your response should include each section detailed below in the order presented and must be **separated by tabs**. In addition, a minimum font size of 10 should be used and the proposal should be printed double-sided. The detail represents the items that are to be covered in each section of your response. Failure to address all items will impact the evaluation and may classify the response as non-responsive and preclude it from further consideration. Please refer to Section II – Scope of Work for additional information.

| Section | Title |
|---------|--|
| | Title Page |
| | Letter of Transmittal |
| | Table of Contents |
| 1.0 | Executive Summary |
| 2.0 | Company Background and Experience |
| 3.0 | Project Understanding |
| 4.0 | Project Staffing and Organization |
| 5.0 | Project Work Plan and Schedule |
| 6.0 | System and Technical Description |
| 7.0 | System Functionality |
| 8.0 | Software Maintenance, Updates, and Support |
| 9.0 | Cost Proposal |
| 10.0 | Client References |
| 11.0 | Vendor Profile Questionnaire |
| 12.0 | Appendices |

A TITLE PAGE

The title page should include, at minimum, the following:

- Name of Project – City of Nashua ERP Systems Software
- Submitted by - Company's Name
- Date of Submittal

- Copy x of 17 – “x” indicating the specific copy number for each of the 17 printed copies

B LETTER OF TRANSMITTAL

The transmittal letter will:

- Indicate the intention of the vendor to adhere to the provisions described in the RFP without modification;
- Identify the submitting organization;
- Identify the person, by name and title, authorized to contractually obligate the organization;
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address;
- Explicitly indicate review and acceptance of the City of Nashua’s sample contract terms (see Section VI), and provide acknowledgement that the proposal submitted, including responses to the Requirements worksheets, will be included as part of the contract terms, and identify exceptions or "deal breakers";
- Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;
- Acknowledge completion of the Pricing Worksheets;
- Provide the original signature of the person authorized to contractually obligate the organization.

C TABLE OF CONTENTS

The table of contents should outline Sections 1.0 thru 11.0, as described previously in this section.

D EXECUTIVE SUMMARY

Section 1 - The vendor will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal response. In addition, the vendor must clearly and specifically detail all exceptions to the exact requirements imposed by this RFP.

E COMPANY BACKGROUND AND EXPERIENCE

Section 2 - This section of the proposal should establish the ability of the vendor to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability, and record of meeting expectations on similar projects. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.

In addition to completing Appendix D – Vendor Profile Questionnaire, the vendor should also provide:

- A brief profile of the company

- ✓ Business location information, including location of the vendor's main offices, location of closest branch office (if applicable), locations from which vendor will be providing any offsite services to the City including billing, planning, administration, project management, development and technical support, and all subcontracted services
 - ✓ A brief description of the organization structure and primary products and services provided
 - ✓ Other major products or services offered
 - ✓ Company's strategic direction in software design and support.
 - ✓ Company's dedication and commitment to serve public sector clients.
 - ✓ A complete listing of the company's government and school districts clients, including the year software was placed into service
- A general description of the company's financial condition
 - ✓ Provide three years of financial statements
 - ✓ Provide information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company
 - Company's experience in performing work of a similar nature to that solicited in this RFP
 - ✓ Highlight participation in such work by the key personnel proposed for assignment to this project.

F PROJECT UNDERSTANDING

Section 3 - This part of the Proposal shall contain a description of how the vendor intends to organize its approach to the project. The vendor should discuss how its software solution meets the City's requirement for an integrated system, as requested in this RFP. The vendor shall relate how it perceives its role in carrying out the responsibilities required by this implementation. The vendor shall also provide examples of challenges encountered on similar engagements and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project.

G PROJECT STAFFING AND ORGANIZATION

Section 4 - This section shall identify key personnel who will be assigned to the project, assuming a March 1, 2010 start date. An organization chart for the project shall be provided. The chart shall indicate how the vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers and all other key personnel.

The Project Director/Engagement Manager designated by the vendor shall have the overall responsibility to the City. The Project Manager shall have the responsibility for the day-to-day communications with the City, to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule. **The Project Manager must have at least three (3) years of experience in administering project management services of the proposed software in a public entity.** A resume of the Project Manager must be provided detailing the work history for the last 10 years. The Project Manager

must have PMP certification or evidence of sufficient PMI certified project management training to completely satisfy the education requirement of a PMP certification track.

Please note that the City reserves the right to interview the bidders proposed Project Manager prior to assignment, and/or reject the proposed individual for reasons of qualifications or compatibility with City staff and objectives. In the event of a rejection, the vendor would be required to propose an alternate that substantially meets or exceeds the same experience, training/certification, and skill levels.

Each team member included in the project organization chart shall be identified by name, and a resume or profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned. **The project technical team must have a minimum of three (3) years of experience with an installation of the current (or one previous) version of the proposed software.**

The proposed project team must identify and include individuals with substantial experience in:

- ✓ Government accounting, including closure of a fiscal year and production of a CAFR
- ✓ Budgeting in the public sector
- ✓ Business process improvement
- ✓ Management of human resource activities in the public sector, including benefits and payroll
- ✓ Public sector procurement
- ✓ Treasury functions
- ✓ Change Management, communications, and training in a complex cross-functional government organization

For all proposed project team members, please also indicate other projects these individuals will most likely be engaged in at the time this project commences, as well as anticipated completion dates for those other projects, and how that may impact the amount of time the individuals will be spending on the City of Nashua's implementation. Please also indicate the anticipated percentage of time each team member will be dedicated to the City of Nashua's implementation throughout the course of the project.

The specific staff identified in the original Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of the City and two week notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information. The City reserves the right to reject a proposed replacement for reasons of insufficient qualifications or compatibility.

H PROJECT WORK PLAN AND SCHEDULE

Section 5 - In this part, the vendor is requested to provide details of its methodology and implementation strategy along with a schedule for the performance of the tasks identified in Section II, Scope of Work, of this RFP. The Work Plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the vendor on similar projects that are applicable to the services described in this RFP. The Vendor shall identify the type and quantity of dedicated City resources assumed/required by the Vendor in creating the Work Plan and Schedule, and in creating all cost estimates, including its independent on-site Project Management team. ***It is anticipated that the City will assign three to five near full-time project members focused on supporting the project and a Project Manager. In addition, the City's Project Management Team will provide independent project oversight, verification and validation services for the implementation.***

The Work Plan and Schedule shall address the following (Note: Please reference Section II, Scope of Work, for additional details on the following components):

1. Detailed Implementation schedule, assuming a March 1, 2009 project start date
2. Project Management Services (clearly identifying which services are the primary responsibility of the vendor, and which merely support or augment the project management responsibilities expected of the City's resources)
3. Planning
4. Implementation
5. System Integration Plan
6. Data Conversion Plan
7. Data / System Interface Plan
8. Test Plan
9. Training Plan
10. Documentation
11. System Deployment
12. Pre and Post Go-Live Support

The detailed Work Plan and Schedule must be prepared with suggested major tasks and payment milestones which include City acceptance review. These payment milestones should clearly identify quantifiable, measurable, sub-tasks to allow determination of milestone completion status during all phases of the project. The Schedule should indicate critical path tasks and dependencies between tasks.

The Work Plan and Schedule should be of sufficient detail to provide the City the necessary task, resource, and sequence information to allow for logistics and staff allocation planning. **The vendor's Work Plan must state any facilities, data, and other requirements that the City will be expected to provide.**

The Work Plan must address whether the vendor is planning on partnering with other system integrators or point solutions vendors. If so, the partnering arrangement, roles and responsibilities and primary point of contact must be clearly defined.

The City understands that each vendor will have their own implementation methodology derived from their industry experience and software requirements. It is the desire of the City to have consistency of detail within the Work Plan and Schedule across respondents to allow for an objective determination by staff as to the quality and feasibility of each respondent's Work Plan and Schedule.

The Work Plan should be created in Microsoft Word and the Schedule must be created in Gantt chart format using Microsoft Project. At a minimum, this chart must show phases, tasks, sub-tasks, and staff utilization (including City and Consultant Project Management resources). The City may request task expansion or contraction, additional task details, and/or scheduling modifications within the Work Plan or Schedule prior to award of the contract. The City may require vendor to perform Project Management activities on a web-based Project Management tool or portal to enhance review and collaboration. . The vendor may propose use of their own Project management tools, including web-based portals.

The vendor's plan should specify the recommended time period for each phase. The vendor should cite instances of actual implementation time frames (where the proposed strategy was applied) on previous similar engagements.

The Work Plan must include the proposed responsibilities of both the vendor's Project Manager and the City's project management resources. The Work Plan must describe the vendor's program control methods for demonstrating vendor's performance, adherence to and control of the project schedule and budget.

The Work Plan must describe the vendor's commitment of resources for Technical and Functional-area Team Members. This Team consists of the experts in the various modules of the proposed software for the City. The Work Plan and Schedule must display the amount and timing of the proposed effort within the project milestones.

The vendor's Work Plan should list any specialized system personnel that would be required at the City to maintain and operate the proposed system.

The Work Plan must include recommendations to revise the City's existing practices to best utilize the proposed software's functionality. The City recognizes that improvements in structure and processes can be as beneficial as improvements in technology. Accordingly, the vendor's experience with similar organizations and "Industry Best Practices" is important to the City and should be reflected in the Work Plan and Schedule.

The Project Work Plan and Schedule must include the time and resource commitment for testing and accepting the system components and configuration within the City's simulated production environment. ***The vendor must include the testing and acceptance strategies in the proposed Work Plan.***

The Work Plan must include the vendor's recommended Training Plan for end users of the selected software and for IT staff responsible for ongoing system maintenance and support. The plan must include detailed listings of training programs for technical staff, configuration staff/core users, senior management and information/end users. Additionally, the Work Plan must state the method of training (instructor-led hands-on classroom training, train-the-trainer, offsite public classroom

training, web-based training, etc.), the number of training hours to be provided, and the size of the recommended number of participants in each training program and the infrastructure and systems required. The Work Plan Schedule must show the type of training provided and the hours of commitment for each implementation phase.

The Work Plan and Schedule must include the vendor's recommended Deployment Plan for converting from the testing environment to the "live mode" of operation. This effort must describe the final steps of the process and the amount of resources required to successfully complete this task. The procedure must include vendor's site preparation, roll-out, migration, turnover to production and organizational transition strategies. It must also include contingency plans for falling back to the old system should there be an unexpected problem with the new system.

The Work Plan must include a description of the vendor's post-implementation technical support programs. This must include the types of programs available, the hours and days of operation and information on response time for urgent and non-urgent assistance requests. *Full details of the Service Level Agreements offered should be provided, including financial and non-remunerative penalties for non-compliance.*

I SYSTEM AND TECHNICAL DESCRIPTION

Section 6 - Vendors should address the following:

Overview of System Description

- Identify the supplied software modules, system architecture and development tools.
- Discuss how each of the components identified in the table in "Section II / B. Software Solution" will be addressed. Please indicate where modules are available "out of the box" versus modules that would primarily require custom development or 3rd party solutions.
- ***Identify all software and utility tools that would be required for the proposed solution.***
- Identify the recommended hardware for all environments, including test, training, production, and disaster recovery.
- Describe recommended redundancy and fault tolerance guidelines.
- Identify any additional recommended operating environments: production, test, training, disaster recovery, etc.
- Describe the application security environment.
- Describe your definition of system configuration versus customization.
- List the hardware and software products and platforms your solution runs on and describe any functional differences that depend on any of those supported hardware and software choices.
- Describe your software security model and any dependencies this has on the supported hardware/software and functionality selected.
- Describe how software platform choices may impact compliance issues, such as HIPPA or ADA.
- Describe the User Interface.
- Describe your future direction and plans for the software.

- Describe how program exits or other external process logic is applied to the system.
- Describe all pre-existing interface points.
- Describe your approach to writing and managing interfaces.
- Identify existing functional deficiencies based on the scope and requirements.
- Describe the required skills needed to technically support and maintain the system.
- Describe your upgrade policies, frequencies and costs.
- Describe software licensing (server, user, processor based, etc.)
- Describe warranty and support.
- Provide a thorough overview of the software's ad-hoc report writer. Explain who the expected City user of such tools are, and the level of technical competence necessary to develop reports (e.g. does it require knowledge of table and data dictionary names?). Does the software support the use of third-party tools such as Crystal Report Writer, and BI analytic dashboard and report tools (such as Tableau, info Builders, or Spotfire)?

Detailed Technical Description

This section should contain all pertinent information about the proposed hardware and operating system, utilities, and tools used in the development of the software, the database management system, the user interface, and the architecture of the system. At a minimum, the vendor shall discuss the following:

- Scalability – analyze current and projected future system volumes
- Security – comply with City mandated security protocols and standards that apply
- Provide your recommendation on Redundancy and Business Continuity/Disaster Recovery to provide full recovery
- Describe your data storage and archiving capabilities
- Required system capacity and performance - recommend the hardware solution to handle the transaction and user load based on the information provided in this RFP and accompanying Requirements worksheets
- Application architecture – multi-tier distributed system architecture where screens, reports and transactions are provided through a web browser or other technology. Please also indicate the primary programming language(s) used within the proposed solution (e.g. .NET, C++, Java, etc.)
- Presentation architecture – technology such as browser-based, thin-client, smart-client; client-server; etc.
- Application configuration and support components – (application development tool kit, load testing, automated scheduling, utilities to monitor resource utilization, web development tool kit, report generation scripts, audit and system logging, migration/change control tools, etc.)
- Database architecture - utilize utilities for database performance monitoring and tuning that complies with industry standards
- Database performance and optimization – load balancing and/or clustering ability for extended scalability and performance
- Database integrity – history tracking within the database, logging options, record locking, etc.

- Server architecture – include a full description of the recommended and supported hardware solutions for all environments such as test, training, disaster recovery, production, etc. In addition to providing the “Recommended System Requirements”, please also provide the “Minimum System Requirements” for each environment needed by the City to achieve the requirements detailed in this RFP
- Network architecture – include the preferred network topology, hardware and software required to achieve this architecture
- Configuration tool kit – include Database Configuration Tools, Business Process Management Tools, User Interface Management Tools, etc.
- Any applicable system diagrams to more clearly explain requirements and options.
- End user experience – include expected response time benchmark test results based on recommended configuration.

J SYSTEM FUNCTIONALITY

Section 7 - This section should address the detailed attributes of the application software. In Appendix A of this RFP, we refer to the requirements worksheets that define needs for the new system by functional area. Vendors will be rated how well they can meet each need by indicating whether they can support the functionality “out-of-the-box”, with modifications, via a third party solution, via customization, in a future release, or not at all. The requirements worksheets can be downloaded from the City’s website – please see Appendix A for further information.

| INSTRUCTIONS | RATING LEGEND |
|--|---|
| Complete the worksheet by placing an X in the appropriate column for each criterion. The X 's should represent the current state of a particular product or service. | SUP Supported as delivered "out-of-the-box" |
| | MOD Supported via modifications (screen configurations, reports, GUI tailoring, etc) |
| | 3RD Supported via a third party solution |
| | CST Supported via customization (changes to source code) |
| | FUT Will be supported in a future release (within 18 months of response date) |
| | NS Not supported |

Vendors are required to complete the Requirements worksheets and include them with their submittal in the following formats:

- In hard copy as an Appendix to the proposal.
- In electronic format (Microsoft Excel).

K SOFTWARE MAINTENANCE, UPDATE AND SUPPORT

Section 8 - At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities. This proposed support must include: on-site, software maintenance, product help desk 24/7, product fixes, product enhancements and regular product releases based on a defined on-going maintenance fee. The vendor should discuss its upgrade policies and upgrade history of the proposed solution. The vendor must have the ability to connect to the customer’s system remotely to diagnose and correct problems real-

time. The vendor should describe the process for the City of Nashua to request future product enhancements. The vendor must propose the on-going costs for product maintenance and upgrades for a 5 year period in the pricing response.

The vendor is also requested to provide details of its software maintenance and update methodology, including how software updates are distributed and recommended approaches for the City to test and install software updates prior to rolling them into production. The vendor should provide information regarding the types of vendor and City skill sets required to implement incremental and major updates to the City's production environment as well as how the vendor recommends ensuring that custom configuration and custom code is addressed during the upgrade to ensure that no City-specific changes are lost. The vendor should also describe the Quality Assurance measures in place to ensure code is thoroughly tested prior to releasing it to the City.

Additionally, the vendor should discuss how much influence customers have in product direction, including technology used, enhancements, and new features, including the process used to provide input, feedback, and software roadmap reviews.

Vendors should also provide details on their Technical Support and Help Desk infrastructure, staffing levels, organizational structure, and abilities, including hours of operation, issue management and tracking tools, service level agreements, and a general description on how the City would interact with Technical Support and Help Desk staff.

L COST PROPOSAL

Section 9 - Pricing is an important aspect of the overall evaluation of the vendor's response. Included in Appendix B of this RFP are descriptions of the 8 pricing templates that must be used to provide the cost of the solution. Failure to use the provided pricing templates may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. Please price the solution as accurately as possible as it may become the basis for the solution price. Please provide the level of detail as defined in the pricing templates. Clarification may be sought for incomplete responses.

The vendor shall submit a "not-to-exceed" amount in the "Service Cost Worksheet" to perform implementation, integration, roll-out, and other work identified in this RFP.

The City also requires each vendor to use the "Hourly Rate Price Sheet" template to provide a rate schedule for each type of resource being proposed that will be used to price any out-of-scope work that arises during implementation of the proposed solution. These rates will remain in effect for the duration of the implementation effort.

In addition to using these templates to provide the specific information requested, the vendor is expected to use their own document format to discuss any additional information or supporting schedules that would clarify any ambiguities and assist the City in obtaining a better understanding of the vendor's cost philosophy. Please note that the templates must be completed – only additional clarifications to pricing should be discussed outside of the templates.

M CLIENT REFERENCES

Section 10 - Vendors should provide at least five (5) client references, at least two (2) of which must be from New England cities or school districts where an ERP System was implemented, that most closely reflect similar projects to the scope of work for the City of Nashua, as described in this RFP. These references should be sites at which the software has been *fully implemented* within the past 3 years. List the “breadth” of the software solution (e.g., GL, AP, Grants, Projects, Payroll/HR etc.). The City prefers references for previous implementation of the same base version that will be proposed for the City (i.e. if the vendor is proposing version 8.5, references for versions 8.0 thru 8.5 would be preferred). Please use the Client Reference form provided on the City’s website.

For each reference listed, vendor must disclose if it has offered or provided any benefits, products, discounts or other in-kind services/products to the reference in exchange for fulfilling the role of providing a customer reference.

N VENDOR PROFILE

Section 11 - Under this section, vendors shall complete the Vendor Profile Questionnaire referred to in Exhibit D of this RFP. If multiple firms or sub-contractors are being proposed, please complete a Vendor Profile Questionnaire for each firm / sub-contractor company as well.

O APPENDICES

Section 12 - Under this section, vendors shall provide all legal documents and compliance reports, including but not limited to the following:

- Software Licensing Agreement
- Standard Support/Maintenance Agreement (including the escalation policy)
- Professional Services Agreements
- Performance Benchmarks for the Proposed Hardware Environment

Additionally, vendors shall carefully examine the RFP for required documentation not specifically covered in subsections A thru O, and shall place such documentation in an appendix. Information considered by the vendor to be pertinent to this project, but not specifically requested in this RFP, may also be placed in an appendix. The vendor is reminded that this is not an invitation to submit voluminous amounts of extraneous material. Examples of documents to be included in this section include:

- Sample from Training Manual
- Sample Standard Reports
- Sample of Actual Implementation Plan (used at previous client sites)

SECTION VI – CITY OF NASHUA SAMPLE STANDARD CONTRACT TERMS

A. ARTICLE 1 - DEFINITIONS

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and all specifications, services & planning materials submitted from Contractor.

Contractor(s) shall also mean proposers, offerors, bidders, submitters, vendors, or any person or firm responding to a Request for Proposal.

For the purposes of this agreement, the term 'Deliverables' shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, designware, software objects, software programs, source code, object code, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are originated and prepared for the City and delivered by the Contractor or its agents or subcontractors during the course of the Contractor's performance under the agreement.

Any catalog, brand name or manufacturer's reference used in this agreement intended to be descriptive and not restrictive.

B. ARTICLE 2 – THE CONTRACT DOCUMENTS

The Contractor shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the Owner and Contractor
2. General Terms & Conditions included in this document
3. Requirements & Specifications provided by Owner in Request for Proposal RFP0619-100109 & attached addendums
4. Specifications, Services & Planning materials proposed in bid documents from Contractor
5. Addenda prepared after initial invitation and as may be referenced herein
6. Contractor insurance certificates
7. Written change orders for changes in the Work issued after execution of this Agreement; and
8. Fully executed City of Nashua Purchase Order

By submitting a proposal, the Contractor agrees that the terms and conditions, contained in the *Agreement between the City of Nashua and Contractor for a Technology Project*, shall form the basis of the contract with the Contractor. In the event of any conflict between the City's Terms and Conditions and the Proposal, the City's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the proposal. In all other matters, not affected by the contract documents referenced, or other written clarification, if any, the RFP shall govern. The submitter is cautioned that proposals may be subject to acceptance without further clarification.

C. ARTICLE 3 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work upon issuance of a Notice to Proceed by the City. If the Contractor commences work prior to the Effective Date and the City's issuance of the Notice to Proceed, such work will be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, or the Contractor commences work prior to the issuance of the Notice to Proceed the City shall be under no obligation to pay the Contractor for any costs it has thus incurred.

The City reserves the right to cancel the award without liability to the Contractor at any time before a contract has been fully executed by all parties and is approved by the City.

The Contractor shall be fully prepared to deliver to the City all licenses, warranties, maintenance, services, product, and support as described and in the time frame as outlined in the contracted list of Deliverables and Schedule.

D. ARTICLE 4 – CONTRACT SECURITY / PERFORMANCE BONDS

The Contractor shall furnish the City with a Performance Bond in an amount equal to one hundred percent (100%) of the total proposal cost within fifteen (15) days after notification of acceptance of the proposal and approved award under the City's purchasing resolutions. The Contractor shall bear the full expense of both the initial expense and the annual premiums for the Performance Bond. In the case of Contractor's failure to do so, or in case of failure to give further security as herein prescribed, the Contractor will be considered as having abandoned the same, and the security accompanying the award shall be forfeited to the City of Nashua. The requirement for Performance Bond will be terminated by the City upon issuance of the *Letter of Final System Acceptance by the City of Nashua*.

The Performance Bond shall be in a form and substance acceptable to the City of Nashua Purchasing Manager and CFO. The Performance Bond shall be maintained by the Contractor in full force and effect until conclusion of the System Warranty Period for all the purchased functions. The Contractor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Agreement. The Performance Bond shall contain a waiver of notice of any changes to this Contract or the Deliverables or the Specifications, or of any Change Orders. The Performance Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the City of Nashua New Hampshire. The Performance Bond shall contain the Contract number and dates of performance. The Performance Bond shall secure the performance of the Contractor under the Contract, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from the Contractor's default in performance or liability caused by the Contractor or its subcontractors, employees, or agents. Performance Bond proceeds may also be applied to the Implementation Services Vendor's liability for any administrative costs and/or excess costs incurred by the City in obtaining similar Software, Deliverables, other products and Services to replace those terminated as a

result of the Contractor's default. In addition to this stated liability, the City may seek other remedies.

The City reserves the right to review the Performance Bond and to require the Contractor to substitute a more acceptable Performance Bond in such form(s) as the City deems necessary prior to acceptance of the Performance Bond.

E. ARTICLE 5 – CONTRACT SUM

This is a firm fixed price Contract between the City and the Contractor. The price, method of payment, and terms of payment shall be defined in the terms below and in the Exhibit *Price and Payment Terms*. The payment by the City of the Contract price and any authorized Change Orders (as outlined in Article 10 – Changes in the Work), shall be the only, and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the product and services.

Notwithstanding anything in this Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized or actually made for the Contractor product and services, exceed the price limitation as set forth in this agreement.

A City of Nashua Procurement Team may provide bidders with an opportunity to provide a Best and Final Offer (BAFO). The BAFO process represents an optional step in the bidder selection process and is not part of the contract negotiation process. A BAFO may be useful when no single response addresses all the specifications, when the costs submitted by all bidders are too high, when two or more bidders are considered substantially equivalent after the evaluation process or when all bidders submitted responses that are unclear or deficient in one or more areas. The City reserves the right to request modified proposal contents, modified proposal terms, and/or a modified bid price from selected Contractors to represent their best and final offer, prior to contract execution. Contractor from which a best and final offer is requested will be notified by the City.

The City reserves the right to cancel award of a contract any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award. The Contractor assumes the sole risk and responsibility for all expenses connected with the preparation of contracts and with any actions taken based on anticipation of an award.

F. ARTICLE 6 - PAYMENT

The City is exempt from all sales and Federal excise taxes, and billing must be less these taxes.

Delivery of product or service does not constitute formal City acceptance. All software and services will be paid on a milestone/deliverable completion basis, meaning the City will pay only when the Contractor has satisfactorily completed mutually agreed upon payment milestones, as will be defined contractually.

In addition, the City will retain 10% of all services payments and will release the retention in phases, based on the final project timeline and go-live dates.

Unless otherwise stated, payment will be made within 60 days of the receipt of invoice after City acceptance of delivery and milestone/deliverable completion. Contractor will submit billings to the City which are supported by written documentation, which may include, at the discretion of the City, written status reports and time sheets indicating effort expended by Contractor on each deliverable. Format of invoicing is subject to City approval.

The City may withhold any payment, in whole or in part, or charge back the Contractor to the extent it may deem advisable to protect the City on account of (a) defective Work or Work not in conformity with the requirements of the Contract which is not remedied; (b) failure of the Contractor to make payments when due Subcontractors or equipment, services materials or labor; (c) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, labors or other performing or providing any portion of product or services related thereto for which the City may be liable including, without limitation, Stop Notice Claims filed with the City; (d) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract price; (e) other claims, penalties and/or forfeitures for which the City is required or authorized to retain funds otherwise due the Contractor; (f) any amounts due from the Contractor to the City under the terms of the agreement; or (g) the Contractor's failure to perform any of its obligations under the agreement or its default under the agreement or its failure to maintain adequate progress of the installation and completion the implementation.

G. ARTICLE 7 – INSURANCE AND INDEMNIFICATION

The successful Contractor shall procure and shall maintain for the duration of the contract all required insurance, in the amounts and coverage detailed in this Article, acceptable to the City, at the Contractor's sole expense, with reputable and financially responsible insurance carrier(s) licensed to do business in the State of New Hampshire, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Contractor's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent. Such certificates shall name the City of Nashua as an additional insured.

The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Contractor is responsible for filing updated Certificate(s) of Insurance with the City of Nashua during the life of the Contract. If the Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due the Contractor under the Agreement.

The Contractor shall provide a Certificate of Insurance with evidence of the following coverage to the City of Nashua ten (10) days prior to commencing work under the contract document.

1. Comprehensive General Liability - \$1,000,000 per occurrence/ \$2,000,000 Aggregate – City of Nashua must be named as an additional insured.
2. Motor Vehicle Liability - \$1,000,000 combined single limit. City of Nashua must be named as an additional insured. Coverage must include all owned, non-owned and hired vehicles
3. Workers' Compensation as required by Statute/Employer's Liability of \$100,000/\$500,000/\$100,000.
4. Professional Errors & Omissions - \$1,000,000
5. Any Subcontractor used is the agent of the Contractor and not the City of Nashua. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractor shall indemnify and hold harmless the City of Nashua, NH and its agents and employees from and against all claims, damages, losses and expenses – including attorney's fees, arising out of the contractor's/ subcontractor's performance under the contract.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Contractor's obligation under any provision hereof. Except to the extent of comparable insurance acceptable to, or express waiver by the City, the Contractor shall, or shall cause any carrier engaged by the Vendor, to insure all shipments of goods for full value.

All employees and subcontractors at every tier under the Contractor will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

The Contractor shall warrant that it has good title to, or the right to allow the City to use, all Services, Deliverables, and Software provided under the Contract, and that all such Services, Deliverables, and Software do not violate or infringe any patent, trademark, copyright, trade name or any other intellectual property rights or misappropriate any trade secret of any third party. In the event any Services, Deliverables, and Software provided under the Contract shall violate or infringe the rights of any party, the Contractor shall indemnify and hold harmless the City from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments regarding manufacture, sale, or use of such article by the Contractor or the City under this Contract. This warranty of non-infringement shall be an on-going and perpetual obligation, which shall survive termination of the Contract.

H. ARTICLE 8 – SCOPE OF WORK

Initial Scope of Work shall be as defined in the City's RFP and any attachments or addendums. Final and binding Scope of Work shall be negotiated by the City and Contractor and included in the agreement upon execution as Exhibit *Deliverables Overview and Work Schedule*.

The Contractor shall provide the City with the all contracted Deliverables in accordance with the requirements, terms, implementation schedule, and Deliverables Overview. All Deliverables shall fully meet and perform in accordance with the Specifications of the

RFP or the specifications and assertions of the Contractor in its proposal and attachments, whichever is of maximal benefit to the City as determined by the City.

Upon its submission of a Deliverable, the Contractor represents that it has performed its obligations under the Contract associated with that specific Deliverable.

I. ARTICLE 9 – GENERAL PROVISIONS

The Contract shall be construed in accordance with the laws of the State of New Hampshire, without regard to choice of law provisions of New Hampshire law, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action on the Contract may only be brought in the State of New Hampshire, Hillsborough County Superior Court.

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. Moreover, the terms of the Sections addressing Records Retention and Access Requirements, Accounting Requirements, Confidential Information, Indemnification, and Liability, shall survive the termination of the Contract.

The Contractor hereby agrees that it will assign to the City of Nashua all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Nashua.

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the City, provided however, that claims for payment due or which may become due to the Contractor from the City may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

J. ARTICLE 10 - OWNER

Any software, research, reports, studies, data, or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under the Agreement shall be the exclusive property of the City and all such materials shall be delivered to the City by the Contractor upon completion, termination or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without the prior written consent of the City; provided, however that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

For materials that preexist the contract or that the Contractor or third parties have all rights, title, and interest, the Contractor grants to the City an irrevocable, non-exclusive,

worldwide, paid-up license to use, execute, reproduce, display, perform, distribute, within the City only. Both parties agreed to reproduce the copyright notice and any other legend of ownership on any copies made under license granted.

K. ARTICLE 11 - CONTRACTOR

Any resulting Contracts from an RFP will be Non-Exclusive Contracts. The City may, at its sole discretion, retain other contractors to provide services or products identified under this agreement or for other work related to the Contract. The City shall retain its right to use all deliverables with any party in accordance with its agreement with the Contractor.

The Vendor shall not sublet or assign any contract entered into as a result of this RFP, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the City, which may be withheld or restricted at the sole discretion of the City.

To the extent that the Vendor mentions levels of experience that will be provided when filling roles on the project, the Vendor commits to provide personnel that have equal or greater experience levels to those mentioned in the Proposal.

If, during the term of the contract, the Contractor or subcontractor cannot provide the specific personnel as proposed and requests a substitution, that substitution must be approved by City and shall equal or exceed the qualifications and experience of the individuals indicated in a proposal response to this RFP. The Contractor or subcontractor will provide detailed resume qualifications and justification for approval by City to City's project management resource or designee. The Contractor agrees to make every reasonable attempt to assign the personnel listed in the response to this RFP.

All personnel of the Contractor and all personnel of any consultant or Subcontractor to the Contractor under this agreement shall be skilled and competent to complete tasks assigned by the Contractor, consultant or Subcontractor to the Vendor. The City shall have the right to request removal of any personnel engaged in providing or performing any portion of any contracted work or deliverable deemed by the City to be not skilled or competent to complete assigned tasks.

L. ARTICLE 12 – CHANGES IN THE WORK

The City reserves the right to incorporate minor modifications which may be required but do not materially change the schedule or the scope of work. The Contractor will incorporate these changes at no additional cost, but may protest such actions and not be bound by any such request if it can prove that the timing or extent of the request implies a major effort and is therefore subject to a formal Change Order.

The City may make changes or revisions within the scope of the Contract at any time by written Change Order. Within five (5) business days of the Contractor's receipt of the Change Order, the Contractor shall advise the City, in detail, of any impact to cost (e.g., increase or decrease) or Schedule.

The Contractor may request a change within the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The City will attempt to respond within five (5) business days. The City will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

As applicable, the Change Order shall be subject to the City's contract amendment process as set forth in Nashua Purchase Regulations sec. 2-256.

M. ARTICLE 13 - TIME

Time being of the essence, the Contractor should be fully prepared to commence work and be prepared to fully implement all deliverables upon the Contractor's proposed Project Work Plan and Deliverables schedule. Failure to meet agreed upon schedule may result in breach of agreement, and/or financial penalties as may be outlined elsewhere in this agreement.

N. ARTICLE 14 -RECORDS

The Contractor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State of New Hampshire laws and regulations.

The Contractor shall also agree to the following: The Contractor and any of its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices, which properly and sufficiently reflect all costs invoiced in the performance of the Contract. The Contractor and its subcontractors shall retain all such records for three (3) years from Contract termination or end of all litigation, including appeals, whichever is later. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by City, State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Hillsborough County of the State of New Hampshire, unless otherwise agreed by the City. Delivery of and access to such records will be at no cost to the City during the three (3) year period after the Contract term or six (6) year term following litigation. The Contractor shall include the records retention and review requirements of this section in any of its subcontracts.

The City agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the City's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

O. ARTICLE 15 – PROTECTION OF PERSONS AND PROPERTY

The Contractor shall maintain and enforce sound discipline equitably across all personnel performing work or services relating to this agreement. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the

Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

P. ARTICLE 16- TESTING AND CORRECTION OF WORK

As a contract deliverable, the Test Plan will guide all testing. The Contractor will be responsible for all Systems and Integration testing prior to User Acceptance Testing (UAT). City resources will participate in testing prior to UAT as outlined in the Test Plan and agreed upon Work Plan to support the Contractor. The testing for UAT will be conducted by the City, or its designee, in a test environment independent from the Contractor's development environment. The Contractor must assist the City with testing as requested by the City, at no additional cost, primarily for UAT coordination, bug tracking, issue resolution, status preparation, and analysis. Within five (5) business days of receiving Certification from the Contractor that the system is installed, complete, ready for City testing, and that all unit, system, and integration testing have been successfully completed as specified in the Test Plan, and the City's personnel have been trained, the City will commence User Acceptance Testing.

The Systems and Integration testing includes all the discrete parts and the System as a whole. The City will provide support as the Contractor conducts and coordinates System and Integration testing utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System, module or function, or element under review. Integration testing will be conducted utilizing test data as identified in the Test Plan, to validate modifications, fixes, or other System interfaces with the newly installed systems.

The Contractor will coordinate and support the City effort on User Acceptance Testing (UAT). State resources will perform and execute UAT test scripts and scenarios utilizing test and live data, as identified in the Test Plan, to validate reports, conduct stress and performance testing, and any other final actions expected of the System, module or function. With each Deployment, all modules, functions, elements, or other parts of the System may be tested in UAT regardless of any previous testing performed prior to the commencement of UAT testing by the City.

Notwithstanding any other provision of this RFP or Contract to the contrary, the City reserves the right to deny a Letter of Acceptance for any Deployment if any is incompatible or not interoperable with any previously accepted Deployment. For each denial of Acceptance, the Acceptance Period may be extended at the option of the City, by the corresponding time required to correct the Deficiency, retest or review, as applicable. Upon successful conclusion of UAT, a Letter of UAT Acceptance will be issued by the City for that Deployment.

The City will issue a Letter of UAT Acceptance for each User Acceptance Test cycle if there are no Class A or Class B Deficiencies upon completion of the User Acceptance Tests. A UAT test cycle will primarily be the UAT testing for a grouping of modules/functionality targeted for a Deployment, e.g. Financial Accounting, Budgeting, Procurement, Human Resources Suites, and their associated sub-functionality.

The City will issue a Letter of Deployment Acceptance if the Deployment has no Class A or Class B Deficiencies after the modules, functions and elements tested during a UAT cycle have been moved into Production and have officially been deployed. Absence of Class A and Class B Deficiencies and successful completion of the audited NH

Comprehensive Annual Financial Report (CAFR) is required before the City will issue the Contractor a Letter of Deployment Acceptance.

The City will provide the Contractor a Letter of Final System Acceptance, notifying the Contractor of the City's Acceptance of the total System as specified under the Contract Documents after the final System Warranty Period has expired if no Class A or B Deficiencies exist at conclusion of the System Warranty Period.

For each failure of Acceptance Tests the City will notify the Contractor, in writing, in what respects the testing failed. The Contractor shall notify the City no later than five (5) business days from the Contractor's receipt of written notice of the test failure, when the Contractor expects the corrections to be completed and ready for retesting by the City. The Contractor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the City. If a Class A or B Deficiency is identified, and the System becomes unusable in whole or in part, then the test period for that function or module may start over, at the sole discretion of the City. If a Deficiency occurs that the Contractor cannot resolve then the City will notify the Contractor in writing and give the Contractor a thirty (30) day cure period to remedy the issue to the City's satisfaction. If the Contractor is unable to remedy the Deficiency during the cure period, then the City may declare the Contractor in default, and immediately pursue its remedies at law and in equity.

Q. ARTICLE 17 – PROHIBITED INTERESTS

In accordance with City of Nashua Purchase Regulations in Sec. 2-240, by submitting a proposal and contracting with the City, the Contractor hereby certifies that no officer, employee, agent or representative of the City has a financial interest in the submitted proposal, and that the proposal is made in good faith without fraud, collusion, or connection with any kind with any other proposal submitted or in the process of being submitted; the Contractor is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm. Further the Contractor acknowledges that any agent and every officer and employee of the City are expressly prohibited from accepting, directly or indirectly, from any person to which any purchase order or contract is, or might be awarded, any rebate, gift, money or anything of value whatsoever, except where given to and for the benefit of the city as provided for elsewhere in the City statutes. (NRO 1975, T. 4, § 1605; Ord. No. O-77-278, 11-26-77; Ord. No. O-86-50, 4-22-86; Ord. No. O-88-43, 6-28-88; Ord. No. O-99-139, § 3, 10-26-99).

R. ARTICLE 18 – CONFIDENTIAL INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the City, including Confidential Information. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, City Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form. All right, title, and interest in and to the City's Confidential Information shall remain with the City. Subject to applicable federal or state laws and regulations, including without limitation RSA Chapter 91-A, City Confidential Information shall not include information which: (i) was disclosed to the Contractor on a non-confidential basis from a source other than the City, which the Contractor believes is not prohibited from disclosing such

information as a result of an obligation in favor of the City; (ii) is developed by the Contractor independently of, or was known by the Contractor prior to, any disclosure of such information made by the City; or (iii) is disclosed with the written consent of the City. A receiving party also may disclose City Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the City with reasonable advance notice of such an order. The Contractor shall immediately notify the City if any request, subpoena or other legal process is served upon the Contractor regarding the City's Confidential Information, and the Contractor shall cooperate with the City in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the City's Confidential Information, the Contractor shall immediately notify the City, and the City may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

All documentation and correspondence submitted to the City as a result of a proposal and award and contract shall upon receipt become a matter of public record, except portions of submitted documentation for which the Contractor requests exception from disclosure because of the presence of Trade Secrets or proprietary financial information. Any information contained in these documents that a Contractor considers confidential must be clearly designated. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of a Proposal to the contrary, Contractor pricing will be subject to public disclosure upon the Effective Date of all resulting Contract(s).

Generally, each Proposal shall become public information upon the Effective Date of all resulting Contracts; however, to the extent consistent with applicable state and federal law and regulations, as determined by the City and the State of New Hampshire, including but not limited to, RSA Chapter 91-A (Right to Know Law), the City will endeavor to maintain the confidentiality of portions of the Proposal that is clearly and properly marked confidential. If a request is made to the City to view portions of a Proposal that Contractor has properly and clearly marked confidential, the City will notify Contractor of the request and of the date that the City plans to release the records. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the City may release the requested information on the date specified in the City's notice without any liability to the Contractor or other bidders. This article and its terms shall survive termination of the agreement.

S. ARTICLE 19 – MISCELLANEOUS PROVISIONS

Notwithstanding any provision in the Contract to the contrary, all obligations of the City, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the City be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the City shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The City shall not be required to transfer funds from any other account in the event funds appropriated in the original account are reduced or unavailable. Any such termination for non-availability of funds shall be without penalty or expense to the City except for payments which have been earned prior to termination.

Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

T. ARTICLE 20 – TERMINATION OF THE CONTRACT

Termination for Conflict of Interest: The City may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to , a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event the Contract is terminated for conflict of interest, the City shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor if the Contractor knew or should have known about such conflict of interest.

Termination for Default: Unless otherwise provided in the Contract, in the event of a default by a party, the other party shall provide the defaulting party written notice of default, and the defaulting party must cure the default within thirty (30) days (“cure period”). If the defaulting party fails to cure the default within the cure period, the other party may, at its sole discretion declares the defaulting party in default, terminates the Contract, and pursues its remedies at law and in equity. No failure by a party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of a party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

Termination for Convenience: The City may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by providing thirty (30) days written notice to the Contractor. In the event of such termination for convenience and upon request of the City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to the City, and the City shall then pay the Contractor for services or deliverables that were provided under the Work Plan and Schedule. Payment for services or deliverables provided prior to the date of termination, to the extent that the work was performed satisfactorily, will be calculated on a prorated basis, however the total paid to the vendor shall not exceed the total contract price payable under the agreement.

Notwithstanding any claim, dispute or other disagreement between the City and the Contractor regarding performance under the Contract documents, the scope of work thereunder, or any other matter arising out of or related to, in any manner, the Contract documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the City’s written direction, pending any final determination or decision regarding any such claim, dispute or disagreement. However the City may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, or delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contractor shall resume and complete the work or services suspended by the City in accordance with the City’s directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

U. ARTICLE 21 - NOTICES

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO Contractor:

[Name]

[Address]

[City, Town][zip]

[telephone number]

TO City:

[Name] Purchasing Manager

[Address] City of Nashua Purchasing Department

[City, Town][zip] 229 Main Street, Nashua, NH 03060

[telephone number] (603) 589-3330

APPENDIX A – REQUIREMENTS WORKSHEETS

The “Appendix A – Requirements Worksheets” Excel workbook contains the requirements worksheets that are to be completed by the vendor and submitted in electronic (Microsoft Excel) as well as hard copy format.

The Requirements Worksheets file can be downloaded via the City’s website at:

<http://www.NashuaNH.gov/bids/>

APPENDIX B – PRICING WORKSHEETS

The pricing worksheets are provided in Microsoft Excel and should be downloaded from the City's website. Each vendor is required to complete each of the supplied pricing worksheets to price their solution. Incomplete responses may be withdrawn from further consideration. If additional space is needed to provide clarifications for any of the costs conveyed in the pricing worksheets, please include those additional details as part of your overall response to this Appendix B section.

For those vendors who plan to partner with a system integrator or point solution vendor, please download additional relevant copies of the Pricing Worksheet and indicate clearly on the worksheet those costs that are associated with the partner.

▪ **Software Pricing Worksheet**

The vendor shall use the worksheets provided for all software and maintenance related costs. Price should reflect the City's desire to maintain production, test, training and disaster recovery environments.

Additionally, the vendor should use their own format to include a brief description of the software pricing methodology (license cost per seat, per named user, per module, per server, per site/organization, etc.).

The vendor shall also include a brief description of the strategy for maintenance agreement pricing after the initial term of the maintenance agreement has ended or after additional software has been licensed.

The specific tabs addressing software costs are provided in the following tabs within the Software Pricing Worksheets:

- Software
- 3rd Party Software
- DBMS Software

▪ **Service Cost Worksheet**

The vendor shall include all costs associated with the implementation of the software solution in the worksheet provided, including installation and configuration of the associated hardware.

Service Costs cover all of the types of labor for each functional area that will be directly charged to the contract. The hourly rate associated with Service Costs shall represent the vendor's fully loaded rate, including overhead and profit.

Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the meal and lodging cost of each traveler, etc. Actual travel expenses shall not exceed reasonable amounts as determined by the City based on the contract.

▪ **Hourly Rates of Proposed Staff**

The vendor shall provide the hourly rates of proposed staff in the Hourly Rates Price Sheet, including staff from subcontractors, if any, that will participate during the implementation.

▪ **Proposed Payment Schedule**

The vendor shall use the Payment Schedule Worksheet to provide a payment schedule based on defined deliverables. No payment shall be made in advance of work performed. No less than the remaining ten percent (10%) of the total purchase price shall be due upon final acceptance of the proposed system by the City.

▪ **Hosted Solution Pricing**

The Vendor shall describe its pricing method(s) (e.g., flat monthly fee, per-transaction fee, per-user fee, or other) for the four options described under Section II – Scope of Work.

Pricing provided must include:

- Software licensing
- Network costs
- Support Services
- Security features
- Implementation (including modification of software to meet all detailed and functional requirements specified elsewhere in this RFP)
- Connectivity
- Set-up costs
- Training
- Integration with any City applications and/or systems
- Anything else necessary to meet all the requirements in this RFP

▪ **Hardware Cost Estimate**

The vendor shall use the Hardware Price Worksheet to submit all estimated costs associated with the hardware and operating system required to support the proposed solution. Estimates should reflect the City's desire to maintain production, test, training and disaster recovery environments. The installation and configuration of the hardware should be included under the "services" tab of the Cost Worksheet.

Please Note: The City requests that hardware costs be provided primarily for informational purposes; and will not be considered when evaluating overall vendor costs. For vendors who do provide hardware, the City reserves the right to negotiate hardware purchases with the vendor directly or use other acquisition methods.

Pricing Worksheets can be downloaded via the City's website at:

<http://www.NashuaNH.gov/bids/>

APPENDIX C – CLIENT REFERENCES

Use the “Appendix C - Client References” template to list five (5) references, at least two (2) of which must be from New England cities or school districts where the ERP System was implemented, that most closely reflect similar projects to the scope of work for the City of Nashua, as described in this RFP. These references should be sites at which the software has been *fully implemented* within the past 3 years.

For each reference listed, vendor must disclose if it has offered or provided any benefits, products, discounts or other in-kind services/products to the reference in exchange for fulfilling the role of providing a customer reference.

The Client Reference template can be downloaded via the City’s website at:

<http://www.NashuaNH.gov/bids/>

APPENDIX D – VENDOR PROFILE QUESTIONNAIRE

Each vendor shall complete the “Appendix D - Vendor Profile Questionnaire” template. If multiple firms or sub-contractors are being proposed, please complete a questionnaire for each firm / sub-contractor company as well.

The Vendor Profile Questionnaire can be downloaded via the City's website at:

<http://www.NashuaNH.gov/bids/>

APPENDIX F – RFP CHECKLIST

The following is a list of activities and information required for formulation and submission of Vendor Proposals. An incomplete Proposal may be grounds for ruling that a Proposal is non-responsive. This checklist is intended to aid in the preparation of Proposals, is not required as part of the Proposal submission, but may be included with the transmittal letter.

- ☐ The Proposal is submitted per Section III. B. *Submission of Proposals*, on time, with the proper number of printed copies (original with 15 numbered and bound copies to the City of Nashua and 2 numbered and bound copies to Schafer Consulting) and a complete electronic copy to both the City of Nashua and Schafer Consulting of the entire RFP response on CD/DVD in both the Microsoft Office Word 2007 and Adobe Acrobat PDF file format. All proposals are properly labeled, signed, sealed, packaged, and delivered to the proper locations:
 - City of Nashua – Central Purchasing
Lower Level
229 Main Street
Nashua, NH
03060
 - Schafer Consulting
9 Red Leaf Lane
Ladera Ranch, CA
92694
- ☐ The Proposal conforms to Section V. *RFP Response Requirements and Format*.
- ☐ Transmittal Letter is enclosed and conforms to the requirements listed in Section V. B. *Letter of Transmittal*. The Vendor has signed the Transmittal Letter with the Proposal response using the Transmittal Letter template provided in the RFP.
- ☐ Section V. G. *Project Staffing and Organization*, resume(s) for proposed Project Manager(s) is completed and included as required.
- ☐ Appendix A *Requirements Worksheets*
- ☐ Appendix B *Pricing Worksheets*
- ☐ Appendix C *Client References*
- ☐ Appendix D *Vendor Profile Questionnaire*
- ☐ Optional but recommended, Appendix E *Pre-Registration Form (can be downloaded and submitted separately)*
- ☐ Appendix F *RFP Checklist*
- ☐ Vendor's Standard Software Licensing Agreement
- ☐ Vendor's Standard Support/Maintenance Agreement
- ☐ Vendor's Professional Services Agreement
- ☐ Proposed Benchmarks for the Proposed Hardware Environment
- ☐ Optional but recommended, Sample Training Manual
- ☐ Optional but recommended, Sample Standard Reports
- ☐ Optional but recommended, Sample of Actual Implementation Plan used on a previous project
- ☐ Signed, printed copies of all addendums

I certified the above documents have been included in our proposal.

(company name)

(authorized company signer)

(date)

APPENDIX G – NEEDS ASSESSMENT REPORTS AND DIAGRAMS

All prospective vendors are strongly encouraged to review the following Needs Assessment Report in order to gain a better understanding of the City and to better submit a cost proposal based on information and constraints provided in the report. Please click on the link below to view the reports by functional area and flowcharts of the City's current processes.

Please download Appendix G as a separate WORD 2007 document from the City's website at <http://www.NashuaNH.gov/bids/>